



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE ALERT SYSTEM SOFTWARE & HARDWARE

Optional Use Contract

Date: April 20, 2007

Contract #: VA-070302-ROAM

Authorized User: State Agencies, Institutions, and other Public Bodies
as defined in the VPPA

Contractor: Roam Secure, Inc.
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Term: March 2, 2007 – March 1, 2010

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:
Virginia Information Technologies Agency
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT # VA-070302-ROAM
CONTRACT CHANGE LOG

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SOFTWARE LICENSE CONTRACT

THIS SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") and Roam Secure, Inc. (Supplier) to be effective as of March 2, 2007 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to Authorized Users to use certain of Supplier's Software, and to provide various Services to the Authorized Users, subject to execution of an applicable Statement of Work.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of completed acceptance testing in conformance with the Acceptance testing criteria and procedures described in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Software.

G. Electronic Self-Help

Any use of electronic means to exercise Supplier's termination rights upon breach or cancellation, termination or expiration of this Contract.

H. Party

Supplier, VITA, or any Authorized User.

I. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

J. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Software described in the applicable documentation,

Supplier's Proposal and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

K. Services

Any services, including software modifications, installation, support and training provided by Supplier under this Contract.

L. Software

The programs and code provided by Supplier under this Contract as set forth in Exhibit A.

M. Statement of Work (SOW)

Any document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties to the agreement, shall be deemed a part of this Contract, and which describes the deliverables, due dates, duration, and payment obligations for a specific project or engagement in which Supplier shall provide Software and/or Services to an Authorized User. Any Statement of Work shall constitute an order.

N. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

O. Supplier-provided Hardware

Includes any hardware necessary to run the Supplier's software, the configuration of which is proprietary or custom built for such purpose.

P. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

Q. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

R. Warranty Period

As defined in Exhibit C hereto.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section shall continue to be effective and legally binding for a period of three (3) years. Subject to the mutual written agreement of both Parties, this Contract may be extended for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period.

VITA may terminate this Contract, in whole or in part, upon not less than (30) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Software delivered by Supplier prior to the termination date. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs or if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide written notice to VITA if federal debarment proceedings are instituted against Supplier or if Supplier is charged with violation of 31 USC 1352.

4. SOFTWARE LICENSE

Software provided to Authorized Users pursuant to this Contract shall be licensed in accordance with Supplier's end user licensing agreement (EULA) attached hereto as Exhibit C. The terms and conditions of Exhibit C are incorporated herein by reference. Unless expressly provided in a Statement of Work, the use of Supplier's Software by the Authorized User who is party to such Statement of Work shall be subject to the license terms and other terms and conditions of this Contract, including Exhibit C. A Statement of Work issued pursuant to this Contract may contain

additional terms and conditions related to licensing of the Software; however, to the extent that such additional terms and conditions restrict the Authorized User's use of the Software or are in conflict with the terms and conditions set forth in this Contract, including Exhibit C hereto, the terms and conditions set forth in Exhibit C and the terms and conditions of this Contract shall prevail.

Except as provided or allowed by law, each Party agrees that it shall not reverse engineer, modify, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of the other Party.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data, which such Authorized User may already possess or acquire under proper authorization from other sources.

5. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Software license(s) granted and Services provided herein, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). For all fees other than those fees for major releases of Software, which shall be considered new products requiring a modification to this Contract before Supplier may offer such products to an Authorized User, no such increase shall exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Seasonally Adjusted (SA), as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

Major releases of Software products must be added to Supplier's price list by means of a written modification, signed by VITA and Supplier, to this Contract. Supplier shall submit a written request to VITA to add any such Software product, and, provided such Software product is deemed within the scope of this Contract as such scope is defined in Exhibit A hereto, VITA shall not unreasonably deny such request by Supplier. If Supplier's requested price for a major release of any Software product is greater than three percent (3%) of the prior version of such product, Supplier's request to add such major release to the Contract must be accompanied by a statement explaining the rationale for the proposed product price. In no event shall the addition of any major release of a Software product relieve Supplier of its responsibility to offer a prior release previously offered by Supplier pursuant to this Contract to any Authorized User who has previously licensed such prior release pursuant to this Contract; nor shall the addition of any major release of a Software product relieve Supplier of its contractual responsibilities, if any, to support prior releases previously offered by Supplier pursuant to this Contract, as such responsibilities are set forth herein.

B. Demonstration of Software

At the request of any Authorized User, Supplier shall perform a demonstration of its Software by remote access or at such Authorized User's location and at no charge.

C. Statement of Work (SOW)

Supplier and Authorized User may execute an SOW (which shall constitute an order for purposes of this Contract) for Supplier's provision of Software and Services pursuant to this Contract. All Software shall be delivered and all Services shall be performed at the times and locations set forth in the applicable SOW and at the prices and rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, an SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract.

An SOW may be written as follows:

1. Fixed Price Type

A Fixed Price type SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price type SOW may include a cost-reimbursable line items for travel; however, any travel expenditure must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expense shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)). A Fixed Price type SOW should also include a milestone payment schedule associated with the Software and Services.

2. Time and Materials Type

A Time and Materials type SOW should be used when the Authorized User's requirements are not sufficiently defined as to allow for a fixed price to be developed, and an Authorized User must obtain VITA's written authorization to issue a Time and Materials type SOW. A Time and Material type SOW shall list the labor categories of the personnel performing work on such SOW, and, for each labor category: a) the number of hours allocated thereto, b) the hourly rate, and c) an extended price. A Time and Materials SOW may also include line item funding for travel, incidentals, and materials, as applicable; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

A Time and Materials SOW shall contain a Not to Exceed funding limitation, which shall be considered a reasonably accurate estimate. Supplier shall not be obligated to incur costs in excess of such limitation, and the Authorized User shall not be obligated to reimburse Supplier for costs in excess of such limitation. Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by VITA upon forty-eight (48) hours advance written notice.

D. Ordering

Notwithstanding all Authorized User's rights to license Supplier's products under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products other than as set forth in an SOW or order. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall

order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the first unit of each Software type. Software delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

E. Invoice Procedures

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Software or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for Software support Services shall be annually in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in Exhibit B or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Software or Service type and description
- ii). Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

F. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Software has been provided or items or milestones have met Acceptance criteria. Charges for Software or Services accepted more than one hundred twenty (120) days prior to receipt of a valid invoice may not be paid, unless otherwise provided in a milestone payment schedule. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event Software is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. All payment terms are net 30 days after Acceptance.

G. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information to be provided upon award), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
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H. Small, Woman, and Minority-Owned Business (SWaM) Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Contract. Supplier and VITA will review Supplier's SWaM subcontracting plan, which was submitted with Supplier's proposal, and SWaM subcontract reporting, and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers.

Supplier and VITA agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend.

Discussions regarding SWaM subcontracting may be held in conjunction with meetings of the Steering Committee, as described in the Steering Committee section of this Contract.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM

vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to SWaM@vita.virginia.gov.

6. TRAINING AND DOCUMENTATION

The license fee includes all costs for one (1) eight (8)-hour training session at an Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, one (1) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Software. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

7. DELIVERY, INSTALLATION, AND ACCEPTANCE

A. Scheduling

Supplier shall deliver Software according to the delivery dates set forth on the appropriate order.

B. Installation of Software

The Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order or SOW. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site (as applicable under an SOW or order) to determine that the Software is properly installed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order or SOW shall constitute a material breach of this Contract.

C. Documentation of Software Configuration

If the Solution includes configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

D. Acceptance

An SOW issued pursuant to this Contract shall contain Acceptance testing criteria to be referenced during Acceptance testing by means of an Installation Verification Test. The Installation Verification Test will take place in conjunction with installation of the Software and training of Authorized User personnel.

After delivery of the Software, Authorized User shall have a period of thirty (30) days (the "Acceptance Period") during which to schedule the Supplier for onsite installation and training. In the event Supplier and Authorized User cannot mutually agree on an installation date requested by Authorized User, Supplier will extend the Acceptance Period by an additional period of thirty (30) days. Upon installation pursuant to the Installation of Software provision of this Contract and any additional requirements defined in any SOW issued hereunder, the Software and related installation and training services provided by Supplier shall be deemed accepted when the following measurable criteria have been met:

Installation Milestone	Acceptance Criteria
1 – Product Delivery to Authorized User Site	Authorized User provides written documentation verifying all product materials have been properly delivered to Authorized User's designated site in accordance with the applicable order and/or SOW.
2 – Installation Test Complete	Successful completion by Supplier of the Installation Verification Test as defined in the applicable order and/or SOW.
3 – Initial Training Complete	Successful delivery by Supplier of initial user training in conjunction with product installation as defined in the applicable order and/or SOW.
4 – Final Acceptance	Sign-off by Authorized User acknowledging that Milestones 1-3 above have been satisfactorily completed.

If Authorized User fails to schedule Supplier for Installation prior to the expiration of the Acceptance Period, Authorized User will be deemed to have accepted the Software, and the Supplier shall have no further acceptance testing obligation.

Unless otherwise specified in the SOW, all travel and incidental expenses shall be deemed included in the fixed price of an order. If the fixed price of Authorized User's order does not include travel and incidental expenses, such expenses must be pre-approved in writing by the Authorized and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

E. Cure Period

If the Installation Verification Test performed by Supplier during installation identifies a material defect ("Defect") in the functionality of the Software, the Supplier shall have a period of thirty (30) days from identification of such Defect to remedy such Defect. Supplier shall notify Authorized User in writing upon correction of such Defect and Authorized User shall have thirty (30) days after receipt of such notice from the Supplier (the "Re-Test Period") to schedule a second installation and a re-test of the Software. Unless Authorized User notifies the Supplier of any additional Defect(s) during the Re-Test period, Authorized User shall be deemed to have accepted the Software, and Supplier shall have no further acceptance testing obligation. In the event that Authorized User notifies the Supplier upon the completion of the Re-Test period that a Defect in the functionality of the Software still exists, Authorized User may choose to repeat the Re-Test Period or terminate its order or SOW upon written notice to the Supplier.

8. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Software and Documentation

Supplier warrants the following with respect to the Software:

- i). If the Software is pursuant to a particular Request for Proposal ("RFP"), such Software shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;
- ii). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- iii). No corrections or future minor Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software. An upgrade to a major Software release may require an Authorized User to acquire additional hardware equipment or software; however in no event shall any Authorized User be required by Supplier to upgrade to such major Software release. Supplier warrants that it shall continue providing support for previous releases in accordance with the Contract. In addition, Supplier shall make all reasonable efforts to provide workarounds that do not require an Authorized User to acquire additional hardware equipment or software;
- iv). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Software without reference to any other materials or information.

C. Limited Warranty

Supplier's limited warranty is set forth in Exhibit C hereto.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User; and the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code or code dependent on Open Source code, provided by Supplier under this contract.

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

9. WARRANTY SERVICES

At any time during the Warranty Period, Supplier shall provide the following warranty services ("Warranty Services") to any Authorized User to maintain the Software, and any Supplier-provided hardware component in accordance with the Requirements:

A. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software, hardware, or Documentation of which it learns from any source other than an Authorized User, correct any such defects or malfunctions or provide a work around until corrected, within three (3) days of Supplier's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. New Releases

Provide to all Authorized Users no later than the first day of general release, copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

C. Coverage

Supplier shall provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software and any Supplier-provided hardware. Under the terms of basic support, coverage is available during normal business hours. Twenty-four (24) hours per day, seven (7) days a week coverage is available under an enhanced maintenance option.

D. Service Levels

Provided Authorized User maintains and supplies remote access capability to Supplier's system, Supplier will use commercially reasonable efforts to correct and/or provide a work-around for any Software error, or hardware error if Supplier-provided hardware is a component of Supplier's system, reported by an Authorized User in accordance with the priority level reasonably assigned to such error by such Authorized User and the associated response obligations set forth below:

1. Priority 1

Urgent

Defined as a product Error that renders the Supplier's system inoperative or causes the system to fail during an non-emergency session. Supplier promptly initiates the following procedures: (1) initial response to Authorized User within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Supplier's support team (3) provides a work-around solution and/or Error correction within twenty-four (24) hours from initial response.

2. Priority 2

Minor – system remains operative

Defined as a product Error that causes only minor impact on the use of Supplier's system during any session. Supplier promptly initiates the following procedures: (1) initial response to Authorized User within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Supplier's support team (3) provides a fix for the Error no later than the next scheduled major release of the Supplier's products.

If Licensee experiences a Priority 1 Error and Supplier's products remain inoperative for more than the amount of time specified in the table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees ("SLA Credit") for that calendar month to Licensee's account.

Unavailable Hours	SLA Credit
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0 – 8	0%
8 - 24	25%
25 - 72	50%
72+	100%

The notification of an Error to Supplier (or by Supplier) shall represent the start time for measuring unavailable hours. Service outage end time is based on Supplier's delivery of a work-around solution and/or Error correction or by Supplier's determination and communication to Licensee that the reported Error qualifies as a Priority 2 error as defined above.

Remote access by Supplier of any Authorized User's system(s) or any data contained therein which is not owned or licensed by Supplier may be used only in connection with support of the Software or related Supplier-provided hardware. Under no circumstances shall Supplier access data or information of the Authorized User except as necessary to maintain such Software or hardware. Deliberate access by Supplier to such data or information for any other purpose shall constitute a breach of the Contract. Any other access of such data or information by Supplier, including negligent access, shall be governed by the terms and conditions of the Confidentiality section of this Contract.

E. Software Evolution

Should Supplier merge or splinter the Software previously provided to any Authorized User, Supplier shall continue to offer prior releases of such Software and maintenance on any such previously licensed Software to the Authorized Users in accordance with the terms of this Contract.

Provided Authorized User has remained current with its order(s) for Supplier's Software Support Services:

- i). If Supplier reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.
- ii). If Supplier releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

10. MAINTENANCE/SUPPORT SERVICES AND RENEWAL OPTIONS

After expiration of the Warranty Period, Supplier shall provide support services for Software and any Supplier-provided hardware component to include system software, of Supplier's system ("Maintenance" or "Support Services") no less than the Warranty Services, including new releases, updates and upgrades for an annual fee of 20% of the license fee paid by any Authorized User for then current installed base, renewable annually at such Authorized User's option for a period of five (5) years. Thereafter, any increase in the fee to renew Maintenance/Support Services shall not exceed the fee charged for the preceding year's Maintenance/Support Services by more than 3%, or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Maintenance/Support Services available for all the Software and hardware products listed in Exhibit B for a period of at least three (3) years from the Authorized User's order for such Software and hardware products. Any Authorized User, at its sole option, may acquire Maintenance/Support Services. Cancellation of Maintenance/Support Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

11. HARDWARE PROVIDED BY SUPPLIER

If Supplier's system/solution for emergency or community notification includes a bundled hardware component, the following terms and conditions shall apply:

A. Delivery Procedure

Supplier shall deliver all hardware F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. Supplier shall bear all risk of loss of or damage to the hardware until delivery is accepted by the Authorized User, however, once hardware is received at the Authorized User's location, Supplier's liability shall extend only insofar as Supplier is responsible for such loss or damage. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the hardware while in transit. If any loss to, or damage of, the hardware occurs prior to delivery to the Authorized User, Supplier shall immediately provide a replacement item. Title to hardware, excluding system software, shall pass upon acceptance of delivery. Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the hardware.

B. Hardware Installation and Configuration

Unless otherwise agreed in an order or SOW, Supplier shall provide the initial installation of all hardware at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User. All hardware installations shall comply with building and facilities standards established by the ordering Authorized User, as such standards are provided in writing by the Authorized User at time of order.

Supplier shall configure all hardware as necessary for Authorized User's use of the Software and Supplier's system and at no additional charge unless otherwise agreed in an order or SOW.

C. Product Discontinuation

During the term of this Contract, if any Supplier-furnished hardware is discontinued, Supplier shall, for each Authorized User who received the discontinued hardware, continue to meet such Authorized User's needs for the discontinued hardware for not less than six (6) months.

Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for two (2) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any hardware type previously ordered by such Authorized User.

D. Engineering Changes and Product Modification

For each Authorized User that received Supplier-furnished hardware and has purchased Support Services from Supplier, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the hardware ninety (90) days prior to incorporation. All engineering changes which affect the safety of the hardware ("Safety Changes") or the ability of the hardware to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within sixty (60) days after issuance of the engineering change order by the hardware manufacturer. If such engineering changes affect hardware processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the hardware delivered or planned for delivery to the Authorized User.

E. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit B.

F. General Warranty for Hardware

Supplier warrants the following with respect to the hardware:

- i). Supplier is the owner of the hardware or otherwise has the right to grant to any Authorized User title to or the right to use the hardware provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the hardware, excluding any system software, free and clear of all liens, claims, security interests and encumbrances.
- ii). Supplier warrants that each unit of hardware provided hereunder is, and shall continue to be, data, program, and upward compatible with any other hardware available or to be available from Supplier within the same family of hardware so that data files created for each unit of hardware can be utilized without adaptation of the other hardware, and so that programs written for the hardware shall operate on the next generation of hardware, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than two (2) years.
- iii). Hardware is pursuant to a particular Request for Proposal, and therefore, such hardware shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the hardware and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the hardware;
- iv). The hardware shall be free of defects in material, design and workmanship;
- v). Upon delivery, the hardware shall be new and in good operating condition and shall have all released engineering changes released to date already installed;
- vi). Each unit of hardware delivered hereunder shall function in conformance with the Requirements;
- vii). No engineering change made to the hardware or system software revisions shall degrade the performance of the hardware to a level below that defined in the applicable Request for Proposal, and hardware manufacturer's published specifications;
- viii). Upon delivery, all system software shall be at the current release level specified in the order or SOW; and
- ix). The system software shall not, to the best of Supplier's knowledge, contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the system software, nor shall Supplier disable any Authorized User's use of such system software through remote access or otherwise. If the system software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

G. Warranty Services

Supplier shall provide the hardware manufacturer's standard warranty services during the applicable warranty period at the prices identified in Exhibit B without additional charge to maintain the hardware in accordance with the Requirements. Warranty services shall apply to both hardware and any system software.

H. Maintenance Services

After expiration of the hardware warranty period, Supplier shall provide the hardware manufacturer's standard maintenance services. Supplier shall provide such maintenance services during the term of the Authorized User's order for Supplier's Support Services and without additional charge. Hardware maintenance services shall apply to both hardware and any system software. Termination of this Contract or cancellation of Support Services, by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

I. License to System Software

Supplier agrees that no Authorized User shall be required to execute any additional license terms and conditions in order to use any hardware, including system software contained therein, provided by Supplier pursuant to this Contract. This provision shall apply irrespective of whether such terms and conditions may be affixed to or accompany system software upon delivery of hardware.

J. Contract Not for Hardware

Notwithstanding Supplier's right to provide hardware bundled with its Software solution pursuant to this Contract, no Authorized User may use this Contract for the sole purpose of acquiring hardware from Supplier.

12. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties for the Software granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or government customer of Supplier. If Supplier enters into any arrangements with another similarly situated customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change. The terms of this section shall not apply to volume discounts offered by Supplier as indicated in Exhibit B to this Contract.

13. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such

destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

14. LIABILITY AND INDEMNIFICATION

For purposes of this section, "VITA" shall mean VITA and its officers, directors, agents, and employees, and "Authorized User" shall mean Authorized User and its officers, directors, agents, and employees.

Supplier shall indemnify, hold VITA and any Authorized User harmless with respect to and defend any suit, claim, or proceeding brought against VITA and such Authorized User or any of its representatives insofar as such claim, suit, or proceeding is based on an assertion that the Software or any Supplier-provided hardware, including system software, furnished by Supplier to the Authorized User or the use thereof by the Authorized User constitutes an infringement of any third party's intellectual property rights, including, but not limited to, any copyright, trade secret or duly issued United States patent, provided, that: (1) the Authorized User promptly informs Supplier of and furnishes Supplier with a copy of each communication, notice or other action relating to the actual or alleged infringement; (2) Supplier shall have sole control of the defense of any such claim, action, suit or proceeding, including negotiations and the conduct of all litigation, subject to all applicable laws, rules, and regulations regarding selection and approval of counsel and approval of any settlement, which laws include for state agencies, §§ 2.2-510 and 2.2-514 of the Code of Virginia provisions of the Code of Virginia; (3) Supplier receives from the Authorized User all reasonably requested information and assistance necessary to defend or settle such suit; (4) the Authorized User shall not incur any cost or expense for Supplier's account without Supplier's prior written consent; and (5) all expenses incurred or amounts recovered in connection with such claim, whether by settlement or litigation, shall be for Supplier's account.

Supplier shall be liable to the Authorized User with respect to any claim of infringement which is based on the use of the Software, or any Supplier-provided hardware, including system software, furnished by Supplier, in combination with equipment or programs not supplied by Supplier only to the direct extent that such claim is related to the Software or any Supplier-provided hardware, including system software, furnished by Supplier. Supplier shall have no liability with respect to any claim of infringement based solely on use of the Software, or any hardware, including system software, furnished by Supplier, in a manner other than as specified and approved by Supplier as set forth in this Contract.

Supplier shall have no liability or obligation for a claim against Authorized User only to the extent that such claim is arising from or related to: (i) use of the Software after Supplier has provided written notice to Authorized User to discontinue use due to an infringement claim (existing or prospective); (ii) the alteration or modification of the Software by Authorized User, if such alteration or modification is cause of]the infringement; or (iii) the use of a version of the Software that has been superseded by a newer version, if the infringement would have been avoided by use of a current version which Supplier has provided or made available to Authorized User at no additional cost to such Authorized User, and regardless of whether Authorized User has a valid order for Software Support or Maintenance Services. Nor shall Supplier have any obligation for a claim against Authorized User to the extent that such claim relates to Red Hat Linux system software.

THE FOREGOING STATES SUPPLIER'S ENTIRE LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. IN ADDITION, THE FOREGOING STATES SUPPLIER'S ENTIRE RESPONSIBILITY WITH RESPECT TO ANY OBLIGATION TO INDEMNIFY, DEFEND OR HOLD AUTHORIZED USER OR ANY OF ITS REPRESENTATIVES HARMLESS WITH RESPECT TO ANY SUIT, CLAIM OR PROCEEDING BROUGHT AGAINST AUTHORIZED USER FOR SUCH INFRINGEMENT.

If at any time any allegation of infringement with respect to the Software or any Supplier-provided hardware, including system software, is made or, in Supplier's opinion is likely to be made, Supplier may at its own expense and at its sole option procure for the Authorized User the right to continue using the Software or hardware, including system software, or modify or replace the Software with

equivalent programs, modify or replace the hardware with equivalent equipment, and modify or replace the system software with equivalent programs, so as to avoid the infringement. In the event Supplier is unable to procure for Authorized User the right to continue using the Software or hardware, including system software, or to modify or replace the Software or system software with equivalent non-infringing programs or modify or replace the hardware with equivalent non-infringing equipment, then an Authorized User may terminate this license for the Software and return the hardware, and no further payment obligations shall be due from such Authorized User therefor. Authorized User may be entitled to a partial refund for discontinued use of the Software and return of the hardware in accordance with the table below.

Time of occurrence of causative event:	Refund amount payable
First three months after delivery	80% of purchase price
Three months to one year	75% of purchase price
One year to two years	50% + Refund of annual support fee
Two years to three years	25% + Refund of annual support fee
Beyond three years	Refund of annual support fee

Supplier further agrees to indemnify, defend and hold harmless VITA and any Authorized User from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against VITA or Authorized User to the extent such Claims materially relate to, arise out of or result from any intentional or willful misconduct or gross negligence of any employee, agent, contractor, or subcontractor of Supplier, provided that (1) other than as set forth herein and as required by applicable law and regulation, Supplier shall have sole control of the defense of any such claim, action, suit or proceeding, including negotiations and the conduct of all litigation; (2) Supplier receives from the Authorized User all reasonably requested information and assistance necessary to defend or settle such suit; (3) the Authorized User shall not incur any cost or expense for Supplier's account without Supplier's prior written consent; and (4) all expenses incurred or amounts recovered in connection with such claim, whether by settlement or litigation, shall be for Supplier's account; and (5) the Authorized User and any end users have expressly acknowledged and accepted that use of the Software is subject to the Terms of Service (template provided as Exhibit G) provided with the Software applicable to any use, should such Authorized User include such Terms of Service with the system such Authorized User has acquired from Supplier and provided such Terms of Service have been approved by VITA. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

Limitation on Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NO WARRANTY IS MADE BY SUPPLIER AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ARE EXCLUDED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

SUPPLIER SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER RESULTING FROM THE AUTHORIZED USER'S FAILURE TO TIMELY SUPPLY SUPPLIER WITH NECESSARY DATA, INFORMATION OR SPECIFICATIONS OR ANY CHANGES IN SUCH DATA, INFORMATION OR SPECIFICATIONS.

SUPPLIER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF DATA WHETHER OR NOT CAUSED BY SUPPLIER, INACCURACY OF DATA NOT PROVIDED BY SUPPLIER, OR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS CONTRACT OR THE USE OF OR INABILITY TO USE THE SOFTWARE AND RELATED HARDWARE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR DAMAGE DUE TO THE USE, MISUSE OR FAILURE OF THE SOFTWARE OR THE SYSTEM.

SUPPLIER'S SOLE OBLIGATION FOR ANY DEFECTS OR FAILURE OF THE SOFTWARE AND RELATED SUPPLIER-PROVIDED HARDWARE IS TO FIX THE SOFTWARE OR HARDWARE AS PROVIDED IN THIS CONTRACT, DURING THE WARRANTY PERIOD. IN NO EVENT SHALL SUPPLIER'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE VALUE OF THE APPLICABLE ORDER OR SOW OR \$50,000 PER ORDER OR SOW.

NOTWITHSTANDING THE FOREGOING, SUPPLIER'S LIABILITY FOR ITS INFRINGEMENT INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED, NOR SHALL SUPPLIER'S LIABILITY FOR PROPERTY DAMAGE, DEATH, OR PERSONAL INJURY DIRECTLY AND PRIMARILY CAUSED BY OR RELATED TO INTENTIONAL OR WILLFUL MISCONDUCT OR NEGLIGENCE BY SUPPLIER OR ANY OF SUPPLIER'S EMPLOYEE, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/docs/psg.cfm>) or a successor URL(s), as are pertinent to the Software and the Support Services. In addition, Supplier agrees to comply with all provisions of the relevant Authorized User's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by such Authorized User and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract. If an SOW is issued, the ordering Authorized User shall include or reference its security procedures in such SOW.

Supplier shall indemnify, defend, and hold VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

16. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this

Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

17. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which will consist of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee will include but not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

The Steering Committee will meet within thirty (30) days of the Effective Date of this Contract and will meet annually thereafter during the term of the Contract, including any extension thereto. One or more additional meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific Statement of Work issued pursuant to this Contract.

Supplier may call a meeting of a Steering Committee if Supplier has reason to believe an Authorized User is in breach or default of the licensing terms and conditions of this Contract. Such a meeting shall include representatives of VITA, Supplier, and such Authorized User and shall be conducted via teleconference or at a VITA facility. The provisions of this section are not intended to limit Supplier's right to invoke the dispute resolution procedures described in the Dispute Resolution section of this Contract or to seek injunctive relief from a court of competent jurisdiction.

18. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind, to commit VITA to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:

http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf. The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.

C. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void, except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees to be bound by the terms and conditions set forth in the contract, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

O. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Software Functional Requirements

Contract Number VA-070302-ROAM

- ii). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- iii). Exhibit C Supplier's End User Licensing Agreement and Warranty and Maintenance Obligations
- iv). Exhibit D Statement of Work (SOW) template
- v). Exhibit E Change Order template
- vi). Exhibit F Certification Regarding Lobbying
- vii). Exhibit G Terms of Service Template

This Contract, its Exhibits, and any prior NDA constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract Document, Exhibit C, Exhibit A, Exhibit B, and any order or SOW executed pursuant to this Contract. In addition, the Contract will supersede any term or condition of any Terms of Service document of an Authorized User, insofar as that term or condition regards the duties and obligations of Supplier and such Authorized User.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: [Signature]
(Signature)

Name: DAVID R. M. DRESENER
(Print)

Title, Its: CEO

Date: 2/26/2007

VITA

By: [Signature]
(Signature)

Name: Douglas Crenshaw
(Print)

Title, Its: Strategic Sourcing Manager

Date: 2/27/07

Address for Notice:

2009 14th Street North
Suite 510
Arlington, VA 22201
Attention: Rick Tiene

Address for Notice:

110 South 7th Street
Suite 135
Richmond, VA 23219
Attention: Contract Administrator

EXHIBIT A
CONTRACT NUMBER VA-070302-ROAM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ROAM SECURE, INC.

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-070302-ROAM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Roam Secure, Inc. (“Roam Secure” or “Contractor”).

In the event of any discrepancy between this Exhibit A and Contract No. VA-070302-ROAM, the provisions of Contract No. VA-070302-ROAM shall control.

A. System Requirements for Responder Notification

	Requirements		Detailed Response
1.	<i>To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology. Does your solution meet this requirement. (M)</i>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>The REVERSE 911[®] system is <u>not</u> based on propriety technology. We do have two patented technologies that have provided REVERSE 911[®] with a competitive advantage:</p> <ul style="list-style-type: none"> ○ REVERSE 911[®] is the only company capable of two-way communication that allows for lists to be generated based on the recipient's touch-tone response(s). ○ With the REVERSE911.NET[®], we have the ability to network REVERSE 911[®] systems together to increase calling capability without increasing costs. This allows our systems to aggregate telephone line capacity, and relies on each other as back-up systems.

2.	<p><i>The solution offered must be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware, a fully in-house (Commonwealth internal network) solution or any combination of these solutions. Describe how your solution meets this requirement. (M)</i></p>	Y	<p>RSAN can be deployed in either configuration. All of Roam Secure's many customers have chosen to deploy RSAN in-house. No dedicated lines are necessary. Dedicated hardware would consist of the appropriate number of servers for the size of the deployment.</p> <p>REVERSE 911® will provide the client with a hybrid solution which will include dedicated lines, on-site hardware, etc. In addition, REVERSE 911 offers an off-site phone bank where thousands of calls can be made when necessary. Many REVERSE 911® clients choose a hybrid solution which provides for on premise hardware and dedicated lines as well seamless access to REVERSE 911® calling centers or additional emergency bandwidth when necessary.</p>
3.	<p><i>The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations. (M)</i></p>	Y	<p>RSAN is an off-of the-shelf system but contains a very large number of configuration options. This allows RSAN customers to enjoy the benefits of off-of-the-shelf reliability while still having almost all of the flexibility of a custom system.</p> <p>Furthermore, RSAN is built on top of proven open source software such as Linux OS, Apache web server, MySQL database, PHP web page processor and Perl language. Installation of RSAN is a simple process that usually only involves assignment of IP addresses to the RSAN servers, setting up domain names, SSL certificates and possibly also adjusting routing and/or firewall within the customer's network.</p> <p>REVERSE 911® is a turn-key solution that includes: hardware, software (REVERSE 911® software, HazMat, Mobilization Plus™, Community Information Line, Guardian Calling and Faxing), mapping, installation, geo-coding, training, and 1st year support/maintenance. REVERSE 911® will, at no additional cost, network all locations (current and future clients) within Virginia together using our REVERSE911.NET®. This will allow all Virginia entities to share telephone lines, providing a total aggregate number of lines available through dedicated telephone lines at no additional per call cost. All calls will be made locally which means that there is a much higher % of calls that are completed instead of relying on the nation's long distance network.</p>

4.	(A) Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all devices)?	Y	<p>RSAN does exactly the message and reply processing described in text portion of this requirement. The voice requirement will be accomplished by our voice dialing subcontractor.</p> <ul style="list-style-type: none"> Alert content is optimized for each type of device and network of each recipient. Replies and non-delivery bounces are captured in the Alert Tracker. <p>Yes, REVERSE 911[®] does allow the client to send out multiple messages to different devices. Messages can either be received in a live person's voice or via text to speech.</p>
	(B) Do devices receive a transmission in the prioritized sequence?	Y	<p>RSAN system speed makes this feature irrelevant. Since RSAN systems generally deliver at least 30,000 messages per minute, prioritization is not necessary.</p> <p>REVERSE 911[®] does allow you specify which devices/individuals will receive notifications first.</p>
5.	Can all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients?	Y	<p>During all call sessions, the client may view real time reports of exactly what is going on with that call session.</p> <p>Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person.</p>
6.	(A) Can the emergency alerts be sent by management and other authorized users via a simple web interface?	Y	<p>This is the most commonly used method of launching RSAN alerts. The interface is extremely flexible and will be configured to fit the commonwealth's needs.</p> <p>This system may be accessed remotely. All users may access the system via a simple web interface.</p>
	(B) Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?	Y	<p>Text RSAN Alerts can be launched from e-mail or any 2-way wireless device using the proper codes.</p> <p>Alerts may be initiated remotely via cell phone, traditional LAN line phone, mobile terminal and wireless devices such as blackberry's.</p>
	(C) Are pre-formatted and ad hoc text for specific device types possible?	Y	<p>In additions to creating alerts on the fly, RSAN QuickAlerts allow for pre-formatted language and selection of recipients.</p> <p>Yes, these are available with REVERSE 911[®].</p>

7.	<i>Does the solution offered provide for automated delivery of text (alphanumeric type) messages via the following methods/ devices at a minimum: pagers (alphanumeric messages to alphanumeric devices and numeric messages to numeric-only devices), personal digital assistant (PDA) devices, XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, satellite phones, via the public switched telephone network (landline) or dedicated circuits and via fax?</i>	Y	<i>RSAN will deliver automatically to all of the text methods listed, (e-mail, cell phone, pager; Blackberry, PDA, etc.). REVERSE 911[®] would deliver to voice and fax devices.</i>
8.	<i>Does the solution offered provide an automated delivery via voice (text input to voice delivery, voice input to voice delivery) to cellular (wireless), landline, and satellite systems?</i>	Y	<i>Text to voice conversion is available with RSAN, but the recording of a live voice message is generally recommended.</i>

9.	<p><i>Does the system provide a method whereby the entire user community, or any subset, can receive, read and respond to (acknowledge) an emergency alert at their desk, on their personal and/or work cell phones, personal and work email accounts, and their personal and/or Work-pager/Blackberry or other capable two-way devices?</i></p>	Y	<p><i>This requirement describes exactly the core functionality of the Roam Secure Alert Network (RSAN).</i></p> <ul style="list-style-type: none"> • RSAN enables all users, or any subset, to receive and read alerts on any e-mail address or text capable wireless device (Cell Phones, Pagers, Blackberries, PDA's). • Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person. • Authorized senders can launch alerts via the web interface or, using the proper security and group codes, from any e-mail account or two-way wireless device. • RSAN's QuickAlerts provide the sender with the ability to create and access pre-written templates. QuickAlert recipients can also be pre-selected. • RSAN's Multi-Content feature allows the sender to send alerts of different lengths to different types of devices (Shorter messages to pagers and cell phones and longer messages to e-mail accounts) <p><i>REVERSE 911[®] enables the recipient to respond (acknowledge) to an emergency alert from LAN line and cell phones through the interactive response capability.</i></p>
10	<p><i>Is the response to an alert capable of entry into an automated management report system (available to show real time entries) that details at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet acknowledged the alert, and any short message replies by the recipient (i.e. reporting on ETA, fitness for response, etc.)? This reporting system must provide an immediate online status for each alert transmission. (M)</i></p>	Y	<p>All RSAN alerts are available in the Alert Tracker. The sender can view:</p> <ul style="list-style-type: none"> • Users the alert was sent to • Users that have replied • Users that have not replied (including a manual override-Proxy Reply) <p>The Alert Tracker also gives the sender the ability to create a Custom Group out of any of these three categories in order to send follow-up alerts.</p> <p>Real time reporting is available during all call notifications providing all details of what exactly is going on during every REVERSE 911[®] call session.</p>

11	(A) Does the solution provide a method where a user receiving an alert on a receive-only device (i.e. one-way pager, fax machine, etc.), is able to call into a number and provide their ID code and acknowledge the alert without reliance on a human intervention (i.e. no communicator required to talk to the recipient to acknowledge the message)?	Y	REVERSE 911 [®] includes inbound calling capability. This allows the recipient who has received an alert on a receive-only device to call into the system and enter their ID Code. The recipient will then receive their message and/or acknowledge that the alert has been received. This is an automated process with no human intervention necessary or required.
	(B) Can this call-in acknowledgement be posted to the real time management report system?	Y	The call-in acknowledgement will be displayed during the real-time reporting.
12	(A) Are messages capable of being secured using ID codes and assigned a security levels either pre-determined or entered by an operator at alert generation?	Y	Messages are capable of being secured using ID codes. Security levels may be assigned at the discretion of the client during initial set up or through administrator access.
	(B) Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?	Y	Upon delivery of the message, the recipient may be requested to enter his/her ID Code at which time the message will be delivered. All activity pertaining to the call session would be generated in real time reporting capability to the client.

13	<i>Are employees able to register onto the system over the Commonwealth's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications; including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?</i>	Y	RSAN provides users the ability to enroll and manage their own personal account. Each user creates and updates their personal profile that includes their list of communication devices (including e-mail accounts), voluntary group memberships, and their demographic information. Users only need to know their device's phone or pin # and its carrier. Roam Secure will train Administrators and Managers to update user accounts as necessary. Roam Secure will also help Administrators design and create the demographic questions and voluntary groups that make up the user profile.
14	<i>Does the solution offered allow for the individual to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?</i>	Y	Roam Secure systems are designed to alert all recipients, including substitutes immediately via text. REVERSE 911® would provide the voice alerts.
15	<i>Does the solution offered allow for the individual to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee does not respond to the notification?</i>	Y	Roam Secure systems are designed to alert all recipients, including substitutes immediately via text. REVERSE 911® would provide the voice alerts.

16	<i>Can citizens and employees register and maintain their accounts via the Internet?</i>	Y	RSAN provides users the ability to enroll and manage their own personal account. Each user creates and updates their personal profile that includes their list of communication devices (including e-mail accounts), voluntary group memberships, and their demographic information. Users only need to know their device's phone or pin # and its carrier. Roam Secure will train Administrators and Managers to update user accounts as necessary. Roam Secure will also help Administrators design and create the demographic questions and voluntary groups that make up the user profile.
17	<i>Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking?</i>	Y	<p>This requirement touches on many different advanced capabilities. Several of which are, based on our research, only available in the Roam Secure Alert Network.</p> <ul style="list-style-type: none"> • RSAN's QuickAlert feature allows for the creation and use of alert templates. • Ad hoc grouping is accomplished using RSAN's Custom Group feature. Custom Groups are created in seconds by searching the database for all users that fit one (or a combination of) criteria. • Multi-thread sending is one of the ways that RSAN ensures by far the fastest and most reliable message delivery in the alerting industry. • RSAN has been audited and approved by several of our Federal Government customers. • RSAN's Remote Group capability allows any RSAN customer to be integrated with any other RSAN customer. • RSAN's remote alert generation allows authorized senders to launch alerts from any e-mail account or two-way wireless device in the world. Required PIN and group codes maintain the security of the system. Replies can be auto-forwarded from the Alert Tracker to the sender's e-mail or wireless device.
18	<i>Does the system allow the Commonwealth to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of government leaders, and first responders, as well as content of alerts and replies?</i>	Y	<p>RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.</p> <p>REVERSE 911®'s hybrid model allows for the Commonwealth to have complete control of all 911 data, cell phone and pager numbers, and email addresses locally with full redundancy. In addition, all lists, geo-zones, and messages are stored for both audit and reuse.</p>

19	<i>Is the system accessible to Commonwealth of Virginia employees and citizens?</i>	Y	<p>RSAN uses a web interface, enabling access by all employees and citizens of the Commonwealth. Restrictions to provide security are addressed in answers 18 and 20.</p> <p>Because REVERSE 911® is browser-based software; it can be accessed remotely from any Internet-enabled PC via the Internet, LAN, or VPN connection. This means that users can be anyone the Commonwealth deems appropriate. REVERSE 911® customers allow many government agencies to access the system by defining groups of access. This allows each group to have the autonomy to build their own calling lists. In addition, many REVERSE 911® customers build a web form on their website, allowing residents to register cell phones, email addresses, etc.. This data can then be imported directly into REVERSE 911® through our easy import process.</p>
20	<i>Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet?</i>	Y	<p>Also see answer to question 18 above.</p> <p>Roam Secure has years of experience working with the IT staff and end users of our customers to enable the appropriate access to the system without compromising the security of the system. These issues can be complex but we have been able to address them in many different ways to the satisfaction of our customers. We will work with VITA and VDH to implement the appropriate access/security.</p> <p>REVERSE 911® works directly with the US Department of Defense including the US Navy, the Air Force, as well as many other Federal and State Government Agencies. This means REVERSE 911® had to go through rigorous testing procedures to be allowed to provide notification services in this space. Allowing the public to access REVERSE 911® is something that we do not recommend based on public 911 data being in the system. We recommend that our customers utilize their website to gather additional information such as cell phone numbers or email addresses.</p>
21	<i>(A) Is the system accessible by emergency management personnel and authorized senders?</i>	Y	<p>RSAN-See Security answer in questions 18 and 20</p> <p>REVERSE 911® is completely accessible by whoever the client specifies. This system may be accessed remotely. Within the client's organization, there are an unlimited amount of users permitted to use the REVERSE 911® system.</p>

	<i>(B) Is the system backed-up with fully redundant, mirrored servers?</i>	Y	<p>The proposed RSAN solution includes a fully mirrored backup capability. Real time, seamless fail-over is in place with all of our customers. If one RSAN server were to fail or be unavailable for any reason the other will perform every function of RSAN and when both are again available, synching will be resumed. RSAN servers have proven to be incredibly reliable but this fail-over has been successfully field tested due to occasional losses of network connectivity or power at a customer site.</p> <p>REVERSE 911® is completely backed-up with fully redundant, mirrored servers.</p>
22	<i>Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?</i>	Y	<p>This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.</p>
23	<i>Does the system have multiple-thread messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?</i>	Y	<p>RSAN's multiple-threaded message delivery engine is part of the reason that RSAN is able to send alerts in seconds to thousands of users, across thousands of email domains and carrier networks.</p>
24	<i>Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other mail servers?</i>	Y	<p>RSAN simultaneously balances incoming messages in the form of valid responses, out of office replies, and invalid address/account messages from other mail servers and carrier networks.</p>
25	<i>(A) Does the system permit the sender to generate alerts of any length?</i>	Y	<p>This is a part of RSAN's core functionality. The ability to deliver alerts of any length is a basic requirement of emergency communication system. Roam Secure has years of experience dealing with wireless carriers and their networks.</p>

	<i>(B) Does the system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc. and send these messages to the related devices? For example, a message 400 characters in length would need to generate four text messages for Sprint, three for AT&T and two for a pager.</i>	Y	RSAN optimizes all outbound messages for the carrier and device designated. This includes not only the parsing exactly as described here but also other key configurations and routing that are specific to each network.
26	<i>Does the solution offered provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 2000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50K byte email.</i>	Y	RSAN far exceeds these requirements. Though a small initial deployment might be feasible with these requirements. A full SWAN capability requires speed and reliability that RSAN has proven in all its deployments. RSAN's benchmark real world speed estimates are 18,000 messages per minute from a single server. In a standard multi-server RSAN deployment, a 30,000 message per minute minimum is expected.
27	<i>Does the solution offered provide information on the speed of delivery of voice and fax messages based upon an assumed voice/fax message length of 30 seconds (inclusive of time for dialing and retries of 10 seconds or less)? The offeror should provide various levels of delivery speed depending upon type of hardware, etc. applied to the solution.</i>	Y	<p>REVERSE 911's proposed solution will allow the Commonwealth to dial 384 calls per minute, or over 23,000 calls per hours with no fees incurred from REVERSE 911.</p> <p>In addition, by leveraging the existing REVERSE 911 Virginia customer network, the commonwealth could dial up to 1000 calls per minute (or up to 60,000 calls per hour) with no fees incurred from REVERSE 911.</p> <p>With REVERSE 911's MassCall™ solution, an additional 3000 calls per minute can be dialed. Please see page 38 – REVERSE 911 System Specifications – for details.</p>

28	(A) Does the solution offered provide for prioritization of recipients to ensure critical staff are contacted first and for prioritization of events to ensure messages for the most critical type event are transmitted first?	Y	<p>RSAN has this capability available but system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] allows for mobilization scenarios to be defined before they actually occur. For each scenario, (on the fly or predefined), it may be specified as to which recipients are contacted first, second, etc</p>
	(B) Are alerts for the most critical event sent first?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] also for prioritization of events allowing the critical event to be sent first.</p>
29	(A) Is the solution offered capable of handling multiple, simultaneous events and transmitting the message with the highest priority first, even if the highest priority event was sent subsequent to a lower event transmission start?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] has the ability to perform priority calling.</p>
	(B) Are alerts for the most critical event sent first?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>In the event that there are regularly scheduled notifications going out, but a more critical notification must be sent, the more critical notification will supersede those regular ones. Once the priority calls are completed, the first calling session will then re-start exactly where it left off.</p>
30	Is the solution offered capable of sending multiple messages to different groups in the same event?	Y	<p>RSAN speed enables delivery to tens of thousands per minute.</p> <p>By using the REVERSE 911[®] HazMat module, two messages can go out in the same event (i.e., evacuation zone and shelter in place areas). In addition, REVERSE 911[®] gives users the ability to create a calling area and a buffer zone, which allows two message to go out during the same event.</p>
31	Can messages be sent in multiple languages (at a minimum English and Spanish)?	Y	<p>RSAN systems are capable if sending in multiple languages. Automated translation is not recommended.</p> <p>REVERSE 911[®] provides for messages to be sent in multiple languages and allow for recipient to select which language they would like to receive the message in, (i.e. press 1 for English, 2 for Spanish.) Patented technology enables receipt to choose what language they would like all future messages in.</p>

32	<i>Does the voice solution offered allow for pre-recording and storage of voice messages and recording of voice message input "on the fly" for use in message delivery, to allow for customization of alert messages?</i>	Y	Messages may be pre-defined or created on the fly. You may have an unlimited number of predefined messages.
33	<i>Does the voice solution offered provide a capability for the operator to choose some or all recipients (with a maximum number to be defined based upon the solution provided), of an event message to remain on the voice line and be placed into a conference call, without the recipient having to perform any other action than identify themselves (ID code) and acknowledge the message and the need to stay online for the conference call?</i>	F	<p>Currently, REVERSE 911[®] does not have the ability to automatically bridge to a conference call. We are willing to consider this functionality as a future enhancement upgrade. We do not anticipate any cost for existing REVERSE 911[®] customers.</p> <p>REVERSE 911[®] hopes to add this as part of our next version release due Q1, 2007.</p>
34	<i>(A) Does the system automatically produce real time management reports on the generation and acknowledgement status of events and users?</i>	Y	<p>All RSAN alerts are available in the Alert Tracker. The sender can view:</p> <ul style="list-style-type: none"> • Users the alert was sent to • Users that have replied • Users that have not replied (including a manual override- Proxy Reply) <p><i>The Alert Tracker also gives the sender the ability to create a Custom Group out of any of these three categories in order to send follow-up alerts.</i></p>
	<i>(B) Are these reports available to the operator via the web-based interface and contain (at a minimum) the information as noted in 9 and 10 above?</i>	Y	<p>The Alert Tracker also displays:</p> <ul style="list-style-type: none"> • Each reply, identified by user regardless of the device used to reply <p>Bounced replies- Mailer Damon messages that show any delivery failures/bad addresses</p>

35	<i>Is the information (attributes) about recipients (see 13 above) entered into the system useable by the system so as to allow for messaging of recipients with certain skills or assigned to certain function job tasks or located within certain defined areas, or some combination of these attributes? This should be accomplished in a dynamic manner, as the particular event might dictate, and should also be capable of pre-determination and storage in group(s) for use by system operators.</i>	Y	<p>Also see answer to question #22.</p> <p>This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.</p>
36	<i>Does the solution offered allow, by event and by recipient, for configuration of the number of attempts to deliver a message?</i>	Y	<p>RSAN's inherent redundancy and reliability make this feature irrelevant for text messaging.</p> <p>REVERSE 911[®] allows the client to set the number of attempt and time period between attempts for each call session.</p>
37	<i>Does the solution offered allow, by event and by recipient, for configuration for the allowable length of time to attempt to deliver a message?</i>	Y	RSAN system speed makes this feature irrelevant
38	<i>Does the solution offered allow, by event and by recipient, for the amount of delay time between attempts to deliver a message when a telephone line is busy or there is no reply to an attempt?</i>	Y	RSAN system speed makes this feature irrelevant

39	(A) Does the solution offered have the ability to contact recipients using different initial methods dependant upon the time of day, day of week, week of year, etc. to allow for recipients to decide their most effective contact method based upon their work schedule?	Y	REVERSE 911 [®] has the ability to send out notifications based on an individuals work schedule, devices (in whichever order they determine, i.e. pager first, then cell, then email, etc.) and by time of day (i.e. if it's 10 am....call work first, then pager, etc.....if it's 2 am, call home first, then cell, etc.)
	(B) Does the solution provide for a "system override" to allow for the "most critical-must be delivered at all costs" urgent message to supersede this calendar preference function?	Y	Any session can be suspended in REVERSE 911 [®] and you can supersede it with a new session with different criteria.
40	(A) Does the solution offered allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?	Y	For RSAN, this is a configuration setting. This can be allowed or disallowed based on the Administrator's wishes If the client desires this, then REVERSE 911 [®] may be modified to do so.
	(B) Does the solution require a higher-level operator to remove a recipient?	Y	In both REVERSE 911 [®] and RSAN, only an Administrator can remove a user from the system. Managers can add or remove users from the groups they manage.
41	(A) Does the solution offered provide the capability to leave a pre-determined message on a voice mail or answering machine device?	Y	REVERSE 911 [®] is capable of leaving a pre-determined message on voice mail and/or an answering machine. Or if the client decides, they can direct the system to keep calling until it reaches a live person.
	(B) Will the message transmitted indicate the recipient has received a message from the "system" intended for "whoever the intended recipient is" and provide a telephone number to contact to receive the message (see 9 and 10 above).?	Y	REVERSE 911 [®] provides real time reporting of the notification session that is going out. The system can also be set up to require an ID Code in order to receive the message or for the individual to retrieve the message from a specific telephone number.

42	<i>Does the solution offered provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?</i>	Y	<p>RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.</p> <p>REVERSE 911[®] allows for multiple layers of security. This means that users can be given certain access rights (ability to update lists vs. launch calling sessions) as well as segment data. Certain groups can be setup so each user can be defined on what information is available to them.</p>
43	<i>(A) Does the solution offered provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed /specific data than the lower-echelon responders)?</i>	Y	<p>RSAN Alerts are only viewable by the appropriate recipients. Messages can be compartmentalized as described</p> <p>REVERSE 911[®] handles this situation based on the priority of the message. Each session in REVERSE 911[®] is prioritized allowing for the notification of key officials and/or residents based on the importance of the message. Each session is therefore handled sequentially based on the priority.</p>
	<i>(B) Does the solution also affect how a recipient's substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't receive that message.</i>	Y	<p>As described above, RSAN notifies all intended recipients immediately, so substitutes are not treated separately.</p> <p>As above, R-911 will deliver the message will go to the intended recipient based on the priority of the session.</p>
	<i>(C) Does the system log a non-received message in the real time records management system as unable to pass the message data to the substitute?</i>	Y	<p>As described above, RSAN notifies all intended recipients immediately, so substitutes are not treated separately.</p>

B. System Requirements for Citizen Alerting System

	Requirements		B
44	<i>To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology. Does your proposal meet this requirement? (M)</i>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>REVERSE 911® is <u>not</u> based on propriety technology. We do have two patented technologies that have provided REVERSE 911® with a competitive advantage:</p> <ul style="list-style-type: none"> ○ REVERSE 911® is the only company capable of two-way communication that allows for lists to be generated based on the recipient's touch-tone response(s). ○ With the REVERSE911.NET®, we have the ability to network REVERSE 911® systems together to increase calling capability without increasing costs. This allows our systems to aggregate telephone line capacity, and relies on each other as back-up systems.
45	<i>The solution offered must be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware, a fully in-house (Commonwealth internal network) solution or any combination of these solutions. (M)</i>	Y	<p>RSAN can be deployed in either configuration. All of Roam Secure's many customers have chosen to deploy RSAN in-house. No dedicated lines are necessary. Dedicated hardware would consist of the appropriate number of servers for the size of the deployment.</p>

46	<i>The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations. (M)</i>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>Furthermore, RSAN is built on top of proven open source software such as Linux OS, Apache web server, MySQL database, PHP web page processor and Perl language. Installation of RSAN is a simple process that usually only involves assignment of IP addresses to the RSAN servers, setting up domain names, SSL certificates and possibly also adjusting routing and/or firewall within the customer's network.</p> <p>REVERSE 911[®] is an off-the-shelf product that provides all the functionality required in this RFP for a voice provider.</p>
47	<p>(A) <i>Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all devices)?</i></p> <p>(B) <i>Can recipients registering their devices in the system prioritize them to designate which device will have an alert sent to it by the system in the requested order?</i></p>	Y	<p>RSAN does exactly the message and reply processing described in text portion of this requirement. The voice requirement will be accomplished by our voice dialing subcontractor.</p> <ul style="list-style-type: none"> Alert content is optimized for each type of device and network of each recipient. Replies and non-delivery bounces are captured in the Alert Tracker.
48	<p>(A) <i>Can the emergency alerts be sent by management and other authorized users via a simple web interface?</i></p> <p>(B) <i>Can the emergency alerts be sent remotely from any email account, cell phone, pager or other wireless device?</i></p>	Y	<p>This is the most commonly used method of launching RSAN alerts. The interface is extremely flexible and will be configured to fit the commonwealth's needs.</p> <p>Alerts can be launched from e-mail or any 2-way wireless device using the proper codes.</p>

	<i>(C) Are pre-formatted and ad hoc text for specific device types possible?</i>	Y	In additions to creating alerts on the fly, RSAN QuickAlerts allow for pre-formatted language and selection of recipients.
49	<i>(A) Does the solution offered provide an automated delivery via text messaging to cellular (wireless), landline, and satellite systems (voice input to text delivery, text input to text delivery)?</i>	Y	<i>RSAN will deliver automatically to all of the text methods listed, (e-mail, cell phone, pager; Blackberry, PDA, etc.) the integrated Reverse 911 system would deliver to voice and fax devices.</i>
	<i>(B) Can the English language input be translated to the language specified by registered citizen?</i>	Y	<i>RSAN can send in any language that can be written in characters readable by the end user devices.</i>
	<i>(C) If this requirement can be met with your solution, please provide the cost savings if this option is not purchased.</i>	Y	<i>Due to the idiomatic nature of languages, automated translations are not recommended. RSAN customers use human translation to ensure that the meaning of the alert s clearly conveyed. Each recipient can designate their desired language for alerts.</i>
50	<i>(A) Can the solution offered provide an automated delivery via voice to cellular (wireless), landline, and satellite systems (voice input to voice delivery, text input to voice delivery)?</i>	Y	<i>See question 49 above.</i>
	<i>(B) Can the English language input be translated to the language specified by registered citizen?</i>	Y	<i>See question 49 above.</i>

51	Can the system provide a method whereby the entire user community, or any subset, can receive and read an emergency alert at their desk, on their personal and/or work cell phones, personal and work email accounts, and their personal and/or Work-pager/ Blackberry?	Y	<p><i>This requirement describes exactly the core functionality of the Roam Secure Alert Network (RSAN).</i></p> <ul style="list-style-type: none"> • RSAN enables all users, or any subset, to receive and read alerts on any e-mail address or text capable wireless device (Cell Phones, Pagers, Blackberries, PDA's). • Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person. • Authorized senders can launch alerts via the web interface or, using the proper security and group codes, from any e-mail account or two-way wireless device. • RSAN's QuickAlerts provide the sender with the ability to create and access pre-written templates. QuickAlert recipients can also be pre-selected. <p><i>RSAN's Multi-Content feature allows the sender to send alerts of different lengths to different types of devices (Shorter messages to pagers and cell phones and longer messages to e-mail accounts)</i></p>
52	(A) Can citizens register onto the system over the Internet in a secure environment; select, add, and manage their devices and email accounts self-chosen to receive emergency notifications?	Y	<p><i>This describes exactly the standard functionality of RSAN and how it is used in the many Citizen Warning Systems that we have deployed</i></p>
	(B) Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, type(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?	Y	<p><i>Everything described here will configured as part of a system rollout to fit the customer's specific need. RS project managers will review the available options and shre best practices learned from many previous deployments.</i></p>

	<i>(C) Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from/about, multiple text-capable device addresses to receive alerts?</i>	Y	See Above answer to (B)
53	<i>(A) Can the types of alerts a citizen will receive will be determined from a list?</i>	Y	<i>These requirements describe exactly the standard functionality of RSAN and how it is used in the many Citizen Warning Systems that we have deployed</i>
	<i>(B) Can this list include at a minimum: severe weather, civil emergency messages, AMBER alerts, EAS activations, general governmental messages, utility outage messages, and daily weather forecast?</i>	Y	See Above answer to (A)
	<i>(C) Can citizens be offered a "menu" of options from which to pick?</i>	Y	See Above answer to (A)
54	<i>Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking?</i>	Y	<p>This requirement touches on many different advanced capabilities. Several of which are, based on our research, only available in the Roam Secure Alert Network.</p> <ul style="list-style-type: none"> • RSAN's QuickAlert feature allows for the creation and use of alert templates. • Ad hoc grouping is accomplished using RSAN's Custom Group feature. Custom Groups are created in seconds by searching the database for all users that fit one (or a combination of) criteria. • Multi-thread sending is one of the ways that RSAN ensures by far the fastest and most reliable message delivery in the alerting industry. • RSAN has been audited and approved by several of our Federal Government customers. • RSAN's Remote Group capability allows any RSAN customer to be integrated with any other RSAN customer. RSAN's remote alert generation allows authorized senders to launch alerts from any e-mail account or two-way wireless device in the world.

55	<i>Does the system allow the Commonwealth and/or local jurisdictions to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of citizens?</i>	Y	RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.
56	<i>Is the system accessible to Commonwealth of Virginia citizens?</i>	Y	See Security answer in questions 55 and 57
57	<i>Can the system mitigate security risks that are associated with being accessible by the general public via the Internet?</i>	Y	See answer to question 55 above Roam Secure has years of experience working with the IT staff and end users of our customers to enable the appropriate access to the system without compromising the security of the system. These issues can be complex but we have been able to address them in many different ways to the satisfaction of our customers. We will work with VITA and VDH to implement the appropriate access/security.
58	<i>(A) Does the system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self-chosen code(s), to all registered citizens within their jurisdiction for specific even code(s), or to a subset or sets of their registered citizens based upon self-chosen zip code(s)?</i>	Y	This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.
	<i>(B) Can these alerts be tracked in real-time by the sender?</i>	Y	The RSAN Alert Tracker has been described in other answers.
59	<i>Does the system have multiple-thread messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?</i>	Y	RSAN employs a multiple-threaded message delivery engine capable of sending alerts in seconds to thousands of users, across thousands of email domains and carrier networks.
60	<i>(A) Does the system permit the sender to generate alerts of any length?</i>	Y	This is a part of RSAN's core functionality. The ability to deliver alerts of any length is a basic requirement of emergency communication system. Roam Secure has years of experience dealing with wireless carriers and their networks.

	<i>(B) Does the system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc. and send these messages to the related devices? For example, a message 400 characters in length would need to generate four text messages for Sprint, three for AT&T and two for a pager.</i>	Y	RSAN optimizes all outbound messages for the carrier and device designated. This includes not only the parsing exactly as described here but also other key configurations and routing that are specific to each network.
61	<i>Does the solution offered provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 2000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50K byte email.</i>	Y	RSAN far exceeds these requirements. Though a small initial deployment might be feasible with these requirements. A full SWAN capability requires speed and reliability that RSAN has proven in all its deployments. RSAN's benchmark real world speed estimates are 18,000 messages per minute from a single server. In a standard multi-server RSAN deployment, a 30,000 message per minute minimum is expected.
62	<i>(A) Does the solution offered provide for prioritization of alerts to ensure alerts for the most critical event is sent first?</i>	Y	RSAN has this capability available but system speed makes this feature irrelevant. REVERSE 911® allows for mobilization scenarios to be defined before they actually occur. For each scenario, (on the fly or predefined), it may be specified as to which recipients are contacted first, second, etc
	<i>(B) Does the system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?</i>	Y	RSAN system speed makes this feature irrelevant. REVERSE 911® also for prioritization of events allowing the critical event to be sent first.

63	<i>(A) Is the solution offered capable of handling multiple simultaneous events and transmitting the message with the highest priority first, even if the highest priority event was sent subsequent to a lower event transmission start?</i>	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] has the ability to perform priority calling.</p>
	<i>(B) Are alerts for the most critical event sent first?</i>	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>In the event that there are regularly scheduled notifications going out, but a more critical notification must be sent, the more critical notification will supersede those regular ones. Once the priority calls are completed, the first calling session will then re-start exactly where it left off.</p>
64	<i>Is the solution offered capable of sending multiple messages to different groups in the same event?</i>	Y	This is a core capability of RSAN
65	<i>Can the solution send messages in multiple languages (at a minimum English and Spanish)?</i>	Y	<p>RSAN systems are capable if sending in multiple languages. Automated translation is not recommended.</p> <p>REVERSE 911[®] provides for messages to be sent in multiple languages and allow for recipient to select which language they would like to receive the message in, (i.e. press 1 for English, 2 for Spanish.) Patented technology enables receipt to choose what language they would like all future messages in.</p>
66	<i>Does the voice solution offered allow for pre-recording and storage of voice messages and recording of voice message input "on the fly" for use in message delivery, to allow for customization of alert messages?</i>	Y	<p>Messages may be pre-defined or created on the fly. You may have an unlimited number of predefined messages.</p>
67	<i>Does the solution offered allow, by event and by recipient, for configuration of the number of attempts to deliver a message?</i>	Y	<p>RSAN's speed and reliability make attempt tracking irrelevant. Actual Replies and Mailer Daemon Errors are tracked instead.</p> <p>REVERSE 911[®] allows the client to set the number of attempt and time period between attempts for each call session.</p>

68	<i>Does the solution offered allow, by event and by recipient, for configuration for the allowable length of time to attempt to deliver a message?</i>	Y	See Above
69	<i>Does the solution offered allow, by event and by recipient, for the amount of delay time between attempts to deliver a message when a telephone line is busy or there is no reply to an attempt?</i>	Y	See Above
70	<i>Does the solution offered allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?</i>	Y	This is a configuration setting. This can be allowed or disallowed based on the Administrator's wishes
71	<i>Does the solution offered provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?</i>	Y	RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.

C. Security Requirements

Requirements		B
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72	<p><i>The awarded system and its network requirements must be able to conform to the following Commonwealth of Virginia Security Policies, Standards, and Procedures, and Federal HHS HIPAA Security Requirements:</i></p> <p>COMMONWEALTH OF VIRGINIA - INFORMATION TECHNOLOGY SECURITY STANDARD COV ITRM Standard SEC2001-01.1) VITA SEC IT Security Policy VITA SEC Firewall and VPN Policy VITA SEC Security and Architectural Review Policy 45 CFR Department of Health and Human Services - Parts 160, 162, and 164 Health Insurance Reform: Security Standards: Final Rule VITA policies may be found on the VITA web site, www.vita.virginia.gov. (M)</p>	Y	RSAN and REVERSE 911 [®] are able to conform to this request.
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D. Installation, Support, and Maintenance Requirements

	Requirements		B
73.	An implementation plan must be provided for installation, testing and implementation. Will you provide this as a part of your proposal? (M)	Y	<p>As part of our proposal, both Roam Secure and REVERSE 911[®] have provided implementation plans for system deployment, installation and testing.</p> <p>Roam Secure is the only vendor with the extensive experience in emergency text alerting necessary to successfully and efficiently deploy and support the SWAN and CAS. RSAN's experience in the National Capital Region will be particularly applicable.</p>
74	The offeror must provide 24/7 support for the system(s). Will you provide this as part of your proposal? (M)	Y	<p>Every RSAN system is populated with a "Contact Roam Secure" Group and under our Enhanced Support option, Roam Secure provides 24/7 support number.</p> <p>REVERSE 911[®] provides 24/7 support for all of our REVERSE 911[®] customers.</p>
75	Authorized Users must be able to perform self maintenance to keep their profile up to date. (M)	Y	<p>Both RSAN and REVERSE 911[®] allows authorized users to perform self maintenance to keep their profile up to date. Authorized users will be issued a protected password logon into the system.</p>
76	Maintenance support should include new versions, upgrades and patches that are issued during the term of the contract.	Y	<p>Both RSAN and REVERSE 911[®] maintenance and support include new REVERSE 911[®] software versions, upgrades and patches that are issued during the term of the contract.</p>
77	The awarded contractor must have proven successful implementation of deploying, maintaining and supporting their system in similar governmental entities. (M)	Y	<p>Roam Secure has deployed more than 80 RSAN systems. These range from small jurisdictions like King George County to major deployments like Fairfax County, Washington, DC, Philadelphia and San Francisco. RSAN is also the system of Many Federal Agencies including the White House.</p> <p>This experience will be crucial in conducting the rollout of the SWAN and CAS.</p> <p>REVERSE 911[®] currently has over 400 clients across North America. Within the State of Virginia, we have 25 clients. Our clients range from Federal agencies, States, Counties, Municipalities, Hospitals, Schools and Businesses. REVERSE 911[®] is an expert in our field and has many successful implementations of deploying, maintaining and supporting REVERSE 911[®] in similar governmental entities.</p>

E. Training Requirements

	Requirements		B
78	Training materials should include both general overview on concepts, and detailed hands on exercises.	Y	<p>The SWAN and CAS need to be complex systems with an extremely simple interface that can be operated by users with limited computer experience under crisis conditions. A clear and well presented training program and materials are also crucial and included as part of the implementation plan.</p> <p>Roam Secure and REVERSE 911[®] both provide hands-on, on-site training for all system users.</p>
79	An on-line help "user's guide" should be implemented with the system(s).	Y	<p>Each RSAN user has access to online help within the system that is appropriate to their level of authorization.</p> <p>Each REVERSE 911[®] customer has access to on-line help via www.reverse911.com. Included are user manuals, training session times, as well as key troubleshooting assistance.</p>

F. Documentation and Reporting Requirements

	Requirements		B
80	<i>Does the system allow Real Time, on screen monitoring of all details of an ongoing call out.</i>	Y	<p><i>The RSAN Alert Tracker provides this.</i></p> <p><i>REVERSE 911[®] provides real-time reports of all details pertaining to the notification session.</i></p>
81	<p><i>The system should provide a selection of multiple standard reports during a call out or at the end of a call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:</i></p> <p><i>(a) overview of current call out by groups and individuals</i></p>	Y	<p><i>This information is all available within the Alert Tracker. Additional information is also available in RSAN's Reports Tab.</i></p> <p><i>See Above</i></p>
	<i>(b) details of current call out by groups and individual</i>	Y	<i>See Above</i>

	<i>(c) summary of individuals who have not responded</i>	Y	See Above
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EXHIBIT B
CONTRACT NUMBER VA-070302-ROAM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ROAM SECURE, INC.

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-070302-ROAM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Roam Secure, Inc. (“Roam Secure” or “Contractor”).

In the event of any discrepancy between this Exhibit B and Contract No. VA-070302-SIGC, the provisions of Contract No. VA-070302-SIGC shall control.

RSAN Price Matrix

Hardware is NOT included. Estimated hardware costs range from \$4,000 - \$7,000 per server.
 Consulting hours are included to provide for Installation, Training, Project Management and Technical Support.
 Additional consulting hours are not expected to be necessary but can but purchased at \$150 per hour.

EMA/COOP

Base System (\$15K) + Redundancy (\$10K) + Calculated License Fee = Total

EMA/COOP Licenses- see Note #1

<u>Low</u>	<u>High</u>	<u>Per User</u>	<u>Base System</u>	<u>Redundancy</u>
201	1,001	\$20	\$15,000	\$10,000
1,001	3,000	\$18	\$15,000	\$10,000
3,001	5,000	\$16	\$15,000	\$10,000
5,001	10,000	\$14	\$15,000	\$10,000
10,001	15,000	\$12	\$15,000	\$10,000
15,001	20,000	\$10	\$15,000	\$10,000

CWS- Citizen Warning System

Base System (\$15K) + Redundancy (\$10K) + Calculated Population Fee = Total

Population- See Note #2

Separate CWS

<u>Low</u>	<u>High</u>	<u>Per Citizen</u>	<u>Base System</u>	<u>Redundancy</u>
20,001	50,000	\$1.00	See Note #3	See Note #3
50,001	100,000	\$0.90	See Note #3	See Note #3
100,001	200,000	\$0.80	\$15,000	\$10,000
200,001	300,000	\$0.70	\$15,000	\$10,000
300,001	400,000	\$0.60	\$15,000	\$10,000
400,001	600,000	\$0.50	\$15,000	\$10,000
600,001	800,000	\$0.45	\$15,000	\$10,000
800,001	1,000,000	\$0.40	\$15,000	\$10,000

- Note #1- Each User can register up to 4 devices (e-mail, pager, cell, Blackberry, PDA, etc.).
 Note #2- CWS price is based on total population, not how many citizen's enroll in the system.
 For populations under 100,000 purchased with EMA/COOP a separate Base System is not required.
 Note #3- If CWS is NOT purchased with EMA/COOP - Add \$15,000 for Base System, \$10,000 for Redundancy.

Optional Renewal Fees

Optional future year Renewals provide Maintenance, Support and Upgrades.
 Renewal fee is based upon 20% of the total (base system cost, redundancy and license fees).

VA-070302-ROAM. Exhibit C

This Software License Agreement, including software maintenance and support descriptions, is incorporated as Exhibit C to Contract VA-070302-ROAM (the "Contract"). In the event of a conflict between the terms and conditions of this Software License Agreement and the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is the end user licensing agreement (EULA) referred to in Section 4 of the Contract, made on March 2, 2007 (the "Execution Date"), by and between Roam Secure, Inc., a Delaware Corporation authorized to do business in Commonwealth of Virginia, with its principal offices located at 2009 N. 14th St., Suite 510, Arlington, VA, 22201 ("Roam Secure"), and the Virginia Information Technologies Agency (VITA) on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Customers." This Agreement sets forth additional terms and conditions of use by Customers of the Software that is the subject of the Contract and which is specifically contracted for pursuant to an applicable Statement of Work (as referred to in the Contract). As used herein, "Customer" refers to the "Customer" under an applicable Statement of Work executed pursuant to the Contract. For any order or Statement of Work entered into by a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth; for any order or SOW entered into by a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

ROAM SECURE, INC.

VITA

By: 

By: 

Name: David R. M. Drescher

Name:

Title: Chief Executive Officer

Title: Strategic Services Manager

Date: 2/21/07

Date: 2/21/07

TERMS AND CONDITIONS

A. Definitions.

All capitalized terms used in this Agreement or in the Attachment or Appendixes to this Agreement shall have the respective meanings ascribed to them in this Agreement or in the glossary set forth in Attachment 1, hereto. All capitalized terms used in this Agreement, unless indicated otherwise, include all derivative forms and variations of the terms.

B. Grant and Scope of License.

1. Subject to the terms and conditions of this Agreement, Roam Secure hereby grants Customer a non-exclusive, non-transferable, perpetual (except as provided in any Statement of Work executed under the Contract) license to (i) Run the software product(s) identified in Customer's order or SOW (the "Product") as well as any Updates provided by Roam Secure on Customer's server, and (ii) use the related documentation in connection with Customer's authorized use of the Product. (The Product and the related documentation are collectively referred to in this Agreement as the "Licensed Product".)

2. The Licensed Product may only be used within Customer's Enterprise solely to provide access to the Licensed Product to Enterprise Users on an application service provider ("ASP") basis.

3. As between the parties, all rights, title and interest in and to the Licensed Product (and any derivative works thereto) and all underlying Intellectual Property Rights thereto, are and at all times will be, the sole and exclusive property of Roam Secure or its licensors, as the case may be. The Licensed Product may not be used for the benefit of any third parties not authorized herein, including without limitation, in an outsourcing, timesharing, or ASP arrangement, or in the operation of a service bureau.

4. Customer may make a reasonable number of copies of the Licensed Product for bona fide back up purposes only. All such copies are subject to the terms and conditions of this Agreement.

5. Customer shall not (and shall not permit any other party to) translate, decompile, reverse engineer, merge, adapt or modify the Licensed Product or any Updates in any way, and no derivative work may be created therefrom, unless otherwise permitted under the terms of this Agreement. In addition, Customer shall not (and shall not permit any other party to) avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that Roam Secure may include, require or establish with respect to the Licensed Product.

6. Customer shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Roam Secure on or in the Licensed Product, and shall ensure that all such notices are reproduced on all copies of the Licensed Product.

7. All rights not expressly granted in this Agreement are reserved to Roam Secure.

C. **Fees** 1. When applicable, Customer agrees to pay Roam Secure or the Contractor or Reseller supplying the Licensed Product the License Fees for the Licensed Product and fees for Support Services provided in the Contract (including any Statement of Work executed under the Contract, which shall provide for fees only in accordance with the Contract) or, to the extent not duplicative, under Section G, below (the "***Support Fees***"), in the amounts and according to the schedule stated in **Appendix A**. All License Fees and Support Fees for the Licensed Product are due and payable within Thirty (30) days of the date of invoice. Any additional and/or subsequent License Fees and Support Fees are due and payable within thirty (30) days of the date of Customer's receipt of a proper invoice.

2. It is hereby acknowledged that the Customer is a government entity and thereby exempt from taxation.

D. Reserved

E. **Term and Termination**

1. Customer's full and voluntary acceptance of the terms and conditions of this Agreement, except as otherwise noted in Customer's SOW, shall be evidenced by Customer's execution of an SOW pursuant to the Contract.

2. In the event Customer terminates its license or upon expiration of a term license, the Customer shall: (i) pay all amounts owed to Roam Secure, or; (ii) cease all use of the Licensed Product and; (iii) return to Roam Secure all copies of the Licensed Product and any other Confidential Information or proprietary materials of Roam Secure in its possession or in Escrow; and (iv) certify in writing Customer's compliance with (ii) and (iii), above.

F. **Warranties and Disclaimer**

This section is in addition to any warranties and representations made by Roam Secure in the Contract.

1. Roam Secure warrants that it has the full authority to grant the rights granted to Customer herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY AND ANY EXPRESS WARRANTY MADE IN THE CONTRACT, ROAM SECURE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS AND UPDATES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY AND ANY EXPRESS WARRANTY MADE IN THE CONTRACT, THE LICENSED PRODUCTS AND UPDATES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND CUSTOMER UNDERSTANDS THAT IT ASSUMES ALL RISKS OF THEIR USE,

QUALITY, AND PERFORMANCE, EXCEPT TO THE EXTENT THAT ANY ERRORS AND OMISSIONS IN THE LICENSED SOFTWARE ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ROAM SECURE, IN WHICH CASE ROAM SECURE SHALL BE LIABLE FOR SUCH ERRORS AND OMISSIONS. NOTWITHSTANDING THE FOREGOING, ROAM SECURE'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THE CONTRACT SHALL APPLY TO THE LICENSED PRODUCTS TO THE EXTENT EXPRESSLY PROVIDED IN THE CONTRACT.

2. RESERVED.

3. Customer shall notify Roam Secure in the event it adds additional Enterprise Users. Customer shall not alter user log records relating to the Licensed Product and its use. These records must be sufficiently intact to allow Roam Secure to verify compliance with Customer's obligations under this Agreement. Roam Secure has the right to review such records, upon reasonable notice to Customer and subject to the Confidentiality provisions of the Contract regarding use for only the specific purpose of such review, during the Term and for a period of two (2) years thereafter.

G. Maintenance and Support

1. During the one (1) year period following Customer's Acceptance of the Roam Secure system, Roam Secure agrees to provide the maintenance and support services as set forth in Appendix A (collectively, the "**Support Services**") for the Licensed Product. The parties agree that Roam Secure shall have no obligations to provide any maintenance or support-related services under this Agreement except as expressly set forth in the Contract (and/or any applicable Statement of Work). Customer may, at its option, renew Support Services, by means of an order or Statement of Work, for additional one (1) year periods following the initial one (1) year period of Support Services.

2. Customer will designate, in writing, no more than two persons who will be Customer's primary support contacts for Support Services (the "**Support Contacts**"). All Support Services inquiries from Customer's individual users will be directed to a Support Contact and Customer's communications with Roam Secure for Support Services will be through the Support Contacts. In addition, Roam Secure may, with the authorization of the Customer (which shall not be unreasonably withheld or delayed), contact Enterprise Users' third party telecommunications carriers or Internet Service Providers, including cell phone, pager and similar carriers, on Customer's behalf, regarding issues relating to the technical support and maintenance of the Licensed Products.

3. All Updates and all other deliverables and work product hereunder provided to Customer shall be subject to the terms and conditions of this Agreement and the Contract, unless otherwise expressly agreed in writing by Roam Secure and VITA. Support Services extend only to the Licensed Product free of any additions or modifications that have not been made or sold by Roam Secure or its agents.

4. Support Services, Updates, and all other results of Support Services hereunder, and all work product and deliverables thereof (collectively, the "**Roam Secure Materials**"), are the sole and exclusive property of Roam Secure, including all worldwide Intellectual Property Rights embodied in, related to, or represented by, the Roam Secure Materials.

H. General

The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by authorized representatives of VITA and Roam Secure. If any provision of this Agreement is held invalid, illegal or unenforceable, all other provisions contained in this Agreement will remain in effect. As this Agreement is an integral part of the Contract, VITA may assign this Agreement in accordance with the Assignment provisions of the Contract. For licenses held by the Commonwealth, the Authorized User which ordered such licenses may assign or transfer such licenses to any other Authorized User(s) where the licenses would remain licenses held by the Commonwealth as may be necessary to accommodate the change or transfer of such Authorized User's duties pursuant to applicable statute, regulation, or policy. For licenses not held by the Commonwealth, the Authorized User which ordered such licenses may assign or transfer such licenses within such Authorized User's enterprise or organization. Any other license assignment or transfer shall require the prior written consent of Roam Secure. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified

mail, postage prepaid to the address set forth in this Agreement or to such other address as each party may designate from time to time. Roam Secure acknowledges that mail handling security procedures may delay actual delivery of such notices to the Customer. The following Sections shall survive the termination or expiration of this Agreement: B(3), E, F, and H.

Attachment 1

Glossary

1. **"Run"** means to copy, install, use, access, display, run, and otherwise interact with, in its intended manner.
2. **"Enterprise Users"** shall mean registered users of the Licensed Product.
3. **"Delivery Date"** shall mean the day agreed upon by the parties for Roam Secure to present the Licensed Product to Customer for delivery and installation, provided Roam Secure makes a reasonable attempt to do so on that day.
4. **"Effective Date"** shall mean the Delivery Date or Execution Date, whichever occurs first.
5. **"Source Code"** shall mean the human-readable version of the Licensed Product supplied to Customer hereunder.
6. **"Intellectual Property Rights"** means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.
7. **"Updates"** means any update, patch, bug fix or minor modification to the Licensed Products that Roam Secure provides to Customer. Once provided, each Update shall be deemed to be included within the Licensed Product.
8. **"Confidential Information"** means information that the other party considers to be confidential, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing.
9. **"Travel Expenses"** means any costs incurred by Roam Secure, Inc. associated with the transportation, storage or lodging of equipment, supplies, Roam Secure employees and other items necessary for business use from Roam Secure headquarters to Customer's facilities. Travel expenses may include, but are not limited to airfare, hotel costs, and meals if applicable. Any travel expenses paid by the Customer shall be paid at allowable government travel rates, unless otherwise first approved by the Customer's authorized representative.
10. **"Travel Time"** means the hours and minutes elapsing during transportation of Roam Secure personnel from Roam Secure headquarters to Customer's facilities.

Appendix A

A. Licensed Product:

The Licensed Product includes server-side, Linux-based Roam Secure Alert Network (***“RSAN”***) software, which consists of the RSAN database scheme, core alert processing module and web-based user, manager and administrator interface files. This software may be installed by the Customer on a server or PC computer running Red Hat Enterprise Linux 2.1 or higher. RSAN is distributed as a single RPM (Red Hat Package Manager) package - the standard method of distributing software products on this platform. Based upon the Customer's exact configuration, installation and/or upgrades of certain other packages that RSAN uses may be required. The Licensed Product's installation process will provide instructions to do so if necessary. Hardware requirements are the same as for the Red Hat Enterprise Linux OS itself. Installation of this operating system, package upgrades and RSAN installation requires certain basic knowledge of the Red Hat platform. Red Hat Enterprise Linux OS Licenses are purchased in accordance with Red Hat's licensing provisions.

Note: RSAN is engineered and tested to run at peak performance on specified server hardware. To ensure each RSAN system performs at peak efficiency, Roam Secure strongly urges the Customer to employ equipment chosen from the list of Standard Hardware in Appendix C. Use of non-standard hardware may cause the Licensed Product not to function properly nor meet expected performance and reliability standards. Use of non-standard hardware may require additional implementation, upgrade and/or support hours and may result in additional charges in accordance with the Contract.

Note also: RSAN is engineered to provide optimal delivery speeds and performance on customer networks. To ensure RSAN performs at peak efficiency, Roam Secure strongly urges Customer to follow network recommendations and best practices outlined in Appendix D. Due to the unpredictable and uncontrollable results that may occur when using a mail relay with RSAN, Roam Secure cannot and will not make any warranty, promise or guarantee regarding RSAN's performance should Customer deploy RSAN with a mail relay system.

NOTWITHSTANDING SUCH DISCLOSURE AND RECOMMENDATION, SHOULD CUSTOMER ELECT TO IMPLEMENT RSAN USING A MAIL RELAY AND/OR NON-RECOMMENDED HARDWARE, ROAM SECURE SHALL NOT ASSUME RESPONSIBILITY FOR AND CANNOT BE HELD RESPONSIBLE FOR ANY FUNCTIONAL AND/OR PERFORMANCE PROBLEMS THAT MAY RESULT. DUE TO THE UNPREDICTABLE AND UNCONTROLLABLE RESULTS THAT MAY OCCUR WHEN USING A MAIL RELAY AND/OR NONRECOMMENDED HARDWARE FOR RSAN, ROAM SECURE CANNOT AND SHALL NOT MAKE ANY WARRANTY, PROMISE OR GUARANTEE REGARDING RSAN'S ABILITY TO FUNCTION AS WELL AS ITS INTENDED PERFORMANCE. ROAM SECURE MAKES ONLY THE REPRESENTATIONS, WARRANTIES, PROMISES AND GUARANTEES EXPRESSLY MADE IN THE AGREEMENT.

B. Installation Fees: See Exhibit B of the Contract

C. License and Other Fees: See Exhibit B of the Contract

D. Support Fees and Services:

Support Fees for the Licensed Product are included in the License Fees and consist of Standard Maintenance and Support Services and, at Customer's option, as shall be stated in a Statement of Work and which shall be in accordance with Exhibit B of the Contract. Enhanced Maintenance and Support Services for a period of **one (1)** year, renewable annually at the Customer's discretion, following the Effective Date (***“Initial Support Term”***). The Support Services shall be renewable beyond the Initial Support Term according to the provisions set forth in Section E of this Appendix.

Subject to Customer's payment of any outstanding License Fees, Roam Secure will make the following Support Services available to the Customer:

Standard Maintenance and Support Services

The Customer shall receive fifty (50) hours of customer support by phone, email, or if necessary, site visits free-of-charge per year. Time shall be debited in half-hour increments. Requests due to failure of or defect in the RSAN system shall not be charged. Requests over the 50 hour limit shall be charged on a time and materials basis at the hourly rate set forth in Exhibit B to the Contract plus pre-approved travel expenses. For requests not due to a failure of or defect in the RSAN system, a request shall only be billable or count towards the fifty (50) free-of-charge hours if Roam Secure is able to resolve the problem.

Running RSAN in-house may require certain modifications to Customer's current network setup, in particular the firewall. Roam Secure will assist the Customer's IT personnel with making these initial modifications during installation. Additional on-site support is not included in the License Fee or the Support Fee, and if requested by the Customer, such support shall be offered to Customer on a time and materials basis at the hourly rate set forth in Exhibit B to the Contract plus pre-approved travel expenses.

Standard updates are included in the Service Fee and will be delivered to the Customer electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-Rom. Customer may request that a Roam Secure technician install the Updates, either on-site, or remotely, in which case, such support shall be offered to Customer on a time and materials basis at the hourly rate set forth in Exhibit B to the Contract plus pre-approved travel expenses as described in Attachment 1.

Roam Secure shall not be responsible for downtime due to power outages, acts of God or other force majeure, hardware failures, injury suffered as a result of the failure of an Enterprise User to receive RSAN messages and other matters outside of Roam Secure's control. Support in such instances shall not be covered by the License Fees or the Support Fees, and if requested by Customer, such support shall be billed at the hourly rate set forth in Exhibit B to the Contract in half-hour increments, plus pre-approved travel expenses.

Customer may at its option allow Roam Secure technical staff to log into the RSAN server remotely in order to install Updates or to resolve technical problems. Such remote access may be used only in connection with support of the Licensed Product. Under no circumstances shall Roam Secure access data or information of the Customer. Deliberate or negligent access by Roam Secure to such data or information shall constitute a breach of the Contract. If Roam Secure inadvertently and without negligence accesses such data or information, the terms and conditions of the Confidentiality section of the Contract shall apply.

Any travel expense must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expense shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

Enhanced Maintenance and Support Services

The terms of the Enhanced Maintenance and Support Services are set forth in Appendix B of this Agreement.

E. Renewal of Support Services

The Customer may renew the Support Services set forth in Section D of this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Customer's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year, beginning the day one (1) year following the Effective Date.

The Support Services Renewal Fee for the first year following the Initial Support Term shall be as set forth in Exhibit B to the Contract.

Appendix B

Enhanced Maintenance and Support Services

NOTE: Enhanced Maintenance and Support Services applicable only if elected by Customer in accordance with Appendix A, Section D of the Contract.

SECTION 1: Statement of Work

The Customer has requested additional support services related to the Roam Secure Alert Network (RSAN). Appendix A, Section D of the Contract provides for certain support fees and support services, and additional services.

As part of the Enhanced Maintenance and Support Services, Roam Secure shall make several contacts available to the Customer in three ways, as follows:

Primary Technical Contact: [Insert Name]
 Primary Number: 703.294.6768 x[Insert Extension]
 Secondary Number: 571.331.0683
 Primary email: [Insert Addressee]@roamsecure.net

Secondary Technical Contact: [Insert Name]
 Primary Number: 703.294.6768 x[Insert Extension]
 Secondary Number: 202.460.1355
 Primary email: [Insert Addressee]@roamsecure.net

Lead Account Contact: [Insert Name]
 Primary Number: 703.294.6768 x[Insert Extension]
 Secondary Number: [Insert Number]
 Primary email: [Insert Addressee]@roamsecure.net

Secondary Account Contact: [Insert Name]
 Primary Number: 703.294.6768 x[Insert Extension]
 Secondary Number (pager): [Insert Number]
 Primary email: [Insert Addressee]@roamsecure.net

During normal business hours, Monday through Friday from 8:30 AM EST to 5:30 PM Eastern time Customer shall use the primary email address to contact an individual, and/or the primary number. For after hour, weekend and holiday support, Customer shall call 703-294-6768 x 262 or e-mail support@roamsecure.net

Response and restore times are in accordance with the Service Levels section of the Contract.

SECTION 2. Summary of Enhanced Maintenance and Support:

Roam Secure has used its experience and best estimates available to provide a summary of various enhanced maintenance and support services:

General on-site support retainer:

- One-year support retainer
- Support personnel for level 1, 2 and 3 types of incidents will be available
- Reconfigure RSAN servers due to changes in Customer's network
- Provide technical advice and support regarding the effective and efficient operation of the RSAN software
- Includes original fifty (50) hours of support, plus an additional fifty (50) hours of support per year

- Includes up to 100 total hours of phone and/or email support per year
- Additional calls/email requests longer than the 100 hours shall be billed at the hourly rate set forth in Exhibit B to the Contract in half-hour increments.
- Includes twelve day-long, or 24 half-day, site visits per year to resolve reported problems
 - Each day-long site visit up to eight hours each, and each half-day site visit up to four hours each
 - Additional support on or off-site including visits and hours beyond original 12 day-long, or 24 half-day visits shall be billed at the hourly rate set forth in Exhibit B to the Contract in half-hour increments plus pre-approved travel expenses

Any travel expense must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expense shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

Standard updates performed on-site:

- Installation, configuration and testing of standard updates to the primary and back-ups servers on-site or via remote access are included
- An update is estimated to take approximately 4-6 hours, the cost for such time is included
- Package includes up to four updates per year

Appendix C

Standard Hardware List

Effective 6/28/06

Dell Server – PowerEdge 2850		HP Server – Proliant DL380 G4	
PowerEdge 2850 Intel® Xeon™ processor at 3.8GHz/2MB Cache, 800MHz FSB		Compaq DL380 G4 Intel® Xeon™ Processor 3.80GHz/2MB 800 MHz FSB – Rack Model	
Additional Processor:	Intel® Xeon™ processor at 3.8GHz/2MB Cache, 800MHz FSB	Second Processor:	Intel Xeon 3.80GHz/800 FSB – 2MB Process – Option Kit
Memory:	6GB DDR2 400MHz	Memory:	6GB Base Memory
Chassis Configuration:	Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks	Storage Controller:	Integrated Smart Array 6i Plus Controller
Bezel:	Active ID Bezel Option	Drive Cage:	Hot Plug Drive Cage-Ultra3 (5 x 1” and 1 x 1.6”)
Power Supply:	Redundant Power Supply With Dual Cords (No Y Cord)	RAID setting:	RAID 5 drive set with online spare (requires matching 4 hard drives)
Floppy Drive:	1.44MB Floppy Drive	1st hard drive:	36.4GB Pluggable Ultra320 SCSI 15,000 rpm Universal Hard Drive (1”)
CD/DVD Drive:	DVD-ROM	2nd hard drive:	36.4GB Pluggable Ultra320 SCSI 15,000 rpm Universal Hard Drive (1”)
Documentation :	Electronic Documentation and OpenManage CD Kit	3rd hard drive:	36.4GB Pluggable Ultra320 SCSI 15,000 rpm Universal Hard Drive (1”)
Hardware Support Services:	3Yr BRONZE Support, Next Business Day Onsite	4th hard drive:	36.4GB Pluggable Ultra320 SCSI 15,000 rpm Universal Hard Drive (1”)
Installation Support Services:	No Installation Assessment	Redundant Power Supply:	Hot Plug Redundant Power Supply Module (NEMA cord) (NA)
Hard Drive Configuration:	Drives attached to embedded PERC4ei, RAID 5, 3 Drives required	Redundant fan options:	DL380 Redundant Fan Option Kit (3 fans)
Hard Drive Backplane:	1x6 Hard Drive Backplane, PE2850	Floppy disk drive:	1.44MB Floppy Disk Drive
Riser Card:	Riser with PCI-X Support and Embedded Raid (ROMB) Support	CD-ROM/DVD:	Slimline DVD-ROM Drive
Primary Controller:	Embedded RAID (ROMB) - PERC4ei (Embedded Integrated)	Network card:	Embedded NC7782 Dual-Port Gigabit
Primary Hard Drive:	36GB 15K RPM Ultra 320 SCSI Hard Drive	Rack mounting rails:	Sliding Rails and Cable Management Arm

2nd Hard Drive:	36GB 15K RPM Ultra 320 SCSI Hard Drive	Server management:	Integrated Lights Out Remote Mangement
3rd Hard Drive:	36GB 15K RPM Ultra 320 SCSI Hard Drive	Warranty:	Warranty-3 year next business day onsite
4th Hard Drive:	36GB 15K RPM Ultra 320 SCSI Hard Drive		
Network Adapter:	Dual On-Board NICs		

Appendix D

Network Recommendations and Best Practices

Effective 7/1/06

The Roam Secure Alert Network (RSAN) emergency communication system is engineered to provide optimal delivery speeds and performance on customer networks.

To ensure each RSAN system performs at peak efficiency, Roam Secure strongly encourages customers to follow a list of network recommendations and best practices. Additional recommendations can be found in the Roam Secure Technical Requirements Document provided to the customer upon commencement of the installation process.

Direct SMTP Connection vs. Mail Relay

Roam Secure's recommendation is to allow the RSAN system to make direct SMTP message delivery connections to individual destination gateways and mail servers. RSAN is designed for high delivery rates and handles delivery in an efficient, organized manner. The ideal environment will have RSAN deliver directly to destination gateways and mail servers, and be able to receive any immediate connection messages directly from the third parties.

Where this configuration is not possible, perhaps due to standard policies on network traffic routing, some customers have attempted to route the RSAN delivery traffic through an internal mail relay. In this case, the RSAN messages are handed off to the customer's mail relay, which processes and ultimately delivers the messages to their final destinations. Roam Secure strongly discourages this practice as it can have several negative effects on total system performance and reliability. For example, the following are likely results of employing a mail relay system as an additional delivery component to RSAN's high-speed message delivery system:

1. The mail relay becomes a potential single point of failure. In addition, RSAN becomes dependent on this external service for its delivery. If the mail relay becomes unavailable or is otherwise affected by high traffic (because it is most likely a shared service), the delivery of RSAN's messages can be delayed or fail altogether.
2. Because all message delivery is funneled through the mail relay, RSAN's high delivery rate is now focused on a single destination. This practice could potentially overload the mail relay and cause the service to suspend delivery or fail.
3. Diagnostic logging capabilities can only confirm that a message was handed off to the local mail relay, and not to its final destination.
4. RSAN's finely tuned, high-speed delivery engine is limited to the performance of the mail relay system. In reality, this almost always results in slower message delivery than would be possible without the mail relay.

For more information on Roam Secure's recommended practices, please contact your Roam Secure project manager.

EXHIBIT D-001
CONTRACT NUMBER VA-070302-ROAM
BETWEEN
Virginia Department of Emergency Management (VDEM)
AND
ROAM SECURE, INC.

Exhibit D-001 is hereby incorporated into and made an integral part of Contract Number VA-070302-ROAM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Roam Secure, Inc. ("Supplier").

In the event of any discrepancy between this Exhibit D-001 and Contract No. VA-070302-ROAM, the provisions of Contract No. VA-070302-ROAM shall control.

Any Software license granted by Supplier pursuant to this Statement of Work shall be governed by the terms and conditions of the Supplier's software license agreement incorporated into the Contract as Exhibit C. By signing this Statement of Work, the Authorized User, as defined herein, agrees to the terms and conditions of Contract Exhibit C and accepts all responsibilities delineated therein.

STATEMENT OF WORK

This Statement of Work is issued by Virginia Department of Emergency Management (VDEM), hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with a Roam Secure Alert Network (RSAN) Solution ("Solution").

1. PROJECT SCOPE AND REQUIREMENTS
Statewide Alerting Network (SWAN)

- A. SWAN will be accomplished via the deployment of a Roam Secure Alert Network (RSAN). RSAN provides a single, integrated tool to make emergency notifications to key personnel throughout Virginia. Using RSAN, the SWAN will utilize a robust, yet easy to use platform to contact personnel via any number of communications channels, including e-mail, pager, BlackBerry, PDA and cellular phone.

The Commonwealth will use the system for notifications to the Virginia Emergency Response Team, agency employees and local emergency managers.

SWAN is highly configurable, allowing users to designate message recipients based on a number of criteria, including geographical location, emergency role or organization affiliation. Using SWAN, a user can send a message from a single interface to many types of devices. This multiple redundancy ensures that emergency notifications get out to all personnel.

The Roam Secure Alert Network (RSAN) is a commercial "off the shelf" system that installs quickly on servers running at the Commonwealth's data center, or at a third party data center.

The system is web-based and accessible to authorized users on the network.

RSAN will allow users to register and manage their own devices (cell phones, Blackberry, pagers, and e-mail accounts,) to be registered by managers or this information can be uploaded from pre-existing data sources.

Any authorized senders will be able to compose and send alerts to one or more of these groups from the web interface, by e-mail, or from a wireless device.

Quick Alerts (pre-formatted text, and pre-selected groups) would save crucial time for senders in an emergency situation.

The sender and emergency management personnel can monitor the alerts, and responses, in real-time via the Alert Tracker interface.

The sender and emergency management personnel can monitor the alerts, and responses, in real-time via the Alert Tracker interface.

B. The system will be designed and deployed primarily for the use of the Virginia Department of Emergency Management (VDEM), the Virginia Emergency Response Team (VERT), Virginia Department of Transportation (VDOT), Virginia Department of Agriculture and Consumer Services (VDACS), and Virginia Capital Police. Other uses can be encompassed if mutually agreed upon.

C. Roam Secure will deploy, on hardware provided by VDEM, two mirrored redundant installations of the Roam Secure Alert Network (RSAN). This deployment will be accompanied by the appropriate project management, technical, configuration and training services. Roam Secure will also provide training and test acceptance documents.

D. The Virginia Information Technology Agency (VITA) /Virginia Department of Emergency Management will procure the appropriate hardware and RHEL Linux software based on specifications that have been provided by Roam Secure.

2. CONTRACT PRODUCTS AND SERVICES TO SUPPORT THE REQUIREMENTS

A. Solution Components

Roam Secure will deploy two real time mirrored redundant versions of RSAN on servers to be provided by VDEM.

RSAN includes a web interface, configurable database and messaging engine.

The User will provide the environment to support the RSAN installation:

Installation of an RSAN server or servers on-site consists of the following steps.

1. Review requirements and overall layout with customer
2. Customer provides networking and DNS requirements
3. Server is physically installed and configured for customer network
4. Perform initial basic functionality testing

The attached diagram provides an overview of the necessary communication types and paths that are associated with an RSAN server on your network. Depending on your specific setup, some of these requirements may or may not require changes on your side to accommodate the RSAN server.

There are eight basic requirements that need to be provided by the customer as listed below.

1. Network Connection

The server needs a physical connection to the local network with access to basic networking services (including access to DNS servers) and certain traffic to and from the Internet.

2. IP Address (public with NAT)

If the server is setup to be accessed from the Internet, a public IP address is needed with NAT to the interface IP address.

3. HTTP/HTTPS access (80/443)

Users will need to be able to use a web browser to access the RSAN servers from the appropriate locations.

4. SMTP access (25)

RSAN SMTP traffic will need to route from the RSAN server to all possible destinations, which include external and customer internal (i.e. the customer's mail server) Roam Secure Proprietary and Confidential Information – Do No Distribute destinations. Also any source will need to be able to route SMTP traffic to the RSAN server, which includes customer's internal mail systems.

5. NTP access (123)

RSAN will need access to a time server supporting NTP to synchronize server time.

6. SSH access (22)

RSAN communicates between redundant servers through a secure tunnel over port 22. Also Roam Secure staff requests that port 22 traffic is allowed from the Roam Secure network to the RSAN servers for ongoing maintenance and support.

7. Internal & external DNS entries

Several DNS entries are required to provide an identity for the RSAN system. Each RSAN system, regardless of the number of physical servers, needs a domain that is fully assigned to it for its own use. RSAN operates as a web server and mail server and thus requires both A and MX entries.

8. Reverse lookup DNS entries

These entries are required to aid in the successful transfer of messages to destination mail systems.

DNS Requirements – This is a customer responsibility but Roam Secure will assist as possible. DNS records are required for the RSAN system to allow for browser access and to provide the "source" domain for the alert messages.

1. A records to allow for browsing to the RSAN web pages.

2. MX records to allow mail delivery from various sources.

Example entries for a single RSAN setup (represented by a pair of physical servers)

rsan1.acme.com has address a.b.c.d

rsan2.acme.com has address w.x.y.z

rsan.acme.com has address a.b.c.d

rsan.acme.com has address w.x.y.z

rsan.acme.com mail is handled by 0 rsan1.acme.com

rsan.acme.com mail is handled by 5 rsan2.acme.com

Reverse look-up entries are also needed for the IP address seen as the source for the alert messages.

d.c.b.a.in-addr.arpa domain name pointer rsan.acme.com

z.y.x.w.in-addr.arpa domain name pointer rsan.acme.com

NOTE: Mail must route internally and externally back to the RSAN servers.

Software Requirements

RSAN installs on top of a specific build of Red Hat Enterprise Linux ES v. 4.0. Roam Secure maintains a specific build and approves any updates/patches as part of the approved OS.

B. Services

Roam Secure will make available the following services to help make the implementation process smooth and efficient.

Installation – software & package updates

Configuration – setting RSAN options and application branding

Database Population – user registration with device & profile information, accuracy/validity testing and registration management services

Network Optimization – network analysis and system adjustment for optimal performance

Exercise Management – drill and "table-top" operations development and management services

C. Training and Knowledge Transfer

Help guides are imbedded within the Roam, Secure software. Roam Secure will provide the following training:

RSAN Basic User Training - Description: The training includes review of the purpose of RSAN, basic features (user account, devices, help and FAQs) and single user messaging options (if enabled).

Pre-requisites: Basic User training is required for anyone sending through RSAN. Familiarity with common web-browsers (Internet Explorer, Firefox), e-mail, and paging/SMS is required.
Venue/location: Training is performed on the Client's RSAN. Client is to provide the premises, including the connectivity to their RSAN.
Length: Training lasts about 1 hour
Min/Max number of students: Minimum 8 students, maximum 15

RSAN Help Desk Training - Description: The training is primarily for how to assist with calls from end-users. Topics include how to troubleshoot user devices, assistance with user profiles (passwords, group assignments)

Pre-requisites: Familiarity with common web-browsers (Internet Explorer, Firefox), e-mail, and paging/SMS is required.
Venue/location: Training is offered on-site. Training is performed on the Client's RSAN. Client is to provide the premises, including the connectivity to their RSAN.
Format: RSAN Manager Training is offered face-to-face, and may be supplemented with web-conference type recordings or live presentations
Length: Training lasts about 1 hour
Min/Max number of students: Minimum 4 students, maximum 10

RSAN Manager Training - Description: The training includes review of the purpose of RSAN, of all sending features (single user, groups, review of sending options), group creation, management, delegation of sending and management privileges, how to troubleshoot other's devices, adding users to database, discussion on other configurations possible on RSAN, etc

Pre-requisites: Manager training is required for anyone who is a sender, or a group manager on RSAN. Familiarity with common web-browsers (Internet Explorer, Firefox), e-mail, and paging/SMS is required.
Venue/location: Training is offered on-site. Training is performed on the Client's RSAN. Client is to provide the premises, including the connectivity to their RSAN.
Format: RSAN Manager Training is offered face-to-face, and may be supplemented with web-conference type recordings or live presentations
Length: Training lasts about 2 hours
Min/Max number of students: Minimum 1 student, maximum 6

RSAN System Administrator Training - Description: The system administrator training is for high level users who are authorized to make system-wide changes to RSAN. This includes changing of page layouts, creation/editing of carrier tables, templates, enabling/disabling send options, networking 2 RSANs together, bulk editing of the database, etc.

Pre-requisites: Group Manager training is a pre-requisite, as well as authorization from the Client to make system-wide changes.

Venue/location: Training is offered on-site. Training is performed on the Client's RSAN.

Client is to provide the premises, including the connectivity to their RSAN.

Format: RSAN Manager Training is offered face-to-face, and may be supplemented with web-conference type recordings or live presentations

Length: Training lasts about 2 hours

Min/Max number of students: Minimum 1 student, maximum 6

RSAN Technical Overview Training - Description: This lecture and discussion training provides a technical overview of the RSAN system installed at a customer network. The basic functionality, network traffic, and IT dependencies are explained. The goal is to have the RSAN server plugged in to the customer's IT infrastructure, to aid with support and/or future IT changes to maintain optimum RSAN functionality.

Pre-requisites: Participants selected by customer

Venue/location: Customer site.

Format: Training is offered face-to-face.

Length: Approximately 1 hour

Min/Max number of students: Minimum 1 student, maximum 6

DRD
System Administrator
3/26/07

D. Support

Roam Secure's Implementation Team will work with VITA and VDEM's IT staff to ensure that RSAN is installed and configured to provide the ideal combination of Security, Access and Optimization.

Roam Secure's Senior Engagement Manager will oversee all aspects of the deployment and organize the key participants from all involved agencies. Roam Secure recommends utilizing Steering and Working Groups to keep the vision of the project aligned with the nuts and bolts tasks involved.

3. PROJECT EVENTS AND TASKS

Task	Due date
RSAN server and software installation	Execution + 20 days
RSAN configuration	Execution + 25 days
Meeting with Working Group to discuss RSAN usage model and policies	
Meeting with IT, Operations, other groups to discuss RSAN items	
Preliminary internal testing of RSAN EMA	
RSAN database population and training	Execution + 60 days
Meet with Dept./Group leaders to discuss population and roll-out	
Review RSAN Protocols and Procedures documentation to working group	
Optimize carriers (pagers, cell phones, Blackberry) for RSAN	
RSAN optimization and production roll-out	Execution + 90 days
Obtain sign off and transition to production	

4. PERIOD OF PERFORMANCE

Implementation of the Solution will occur within Three (3) months of execution of this Statement of Work. This includes delivery and installation all of the products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract.

5. PLACE OF PERFORMANCE

Tasks associated with this engagement will be performed at the Authorized User's location(s) in Richmond, Virginia, at Supplier's location(s) in Arlington, VA, or other locations as required by the effort.

6. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE

The following table identifies milestone events and deliverables, the associated schedule, and associated payments.

Milestone Event	Deliverable	Schedule	Payment
Project kick-off meeting	—	Execution + 10 days	—
Installation of software	—	Execution + 20 days if Hardware is delivered	\$20,000
Configuration and testing	—	Execution + 25 days	\$20,000
User Acceptance Testing	—	Execution + 30 days	\$20,000
Training	Training manual	Execution + 30 days	—
Implementation complete	Solution	Execution + 90 days	\$19,000

The total Solution price shall not exceed \$US 79,000.

Required Deliverables are as follows:

- i). Training manual – The Roam Secure User Manual is embedded into the software. Each user can access the manual up to their level of authorization (User, Manager, Administrator). Attendees of RSAN Manager or Administrator training may also receive printed user manuals.
- ii). User Acceptance Testing Plan
- iii). Briefing materials
- iv). Solution: See Sections 1 and 2 above.

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts

(http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm or a successor URL(s)).

7. TESTING AND ACCEPTANCE

A. User Acceptance Test Plan

Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. Supplier shall design a written User Acceptance Test (UAT) Plan acceptable to the authorized user, which will ensure that all of the functionality required for the Software, Deliverables, and the Solution as a whole has been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit D-001.

B. Testing of Software and Deliverables

Following implementation of the Software and delivery of each Deliverable, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Software or Deliverable.

C. Deliverable Acceptance Receipt

Each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Procedures for Acceptance of Software shall be as described in the UAT.

Acceptance of any Deliverable does not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier is responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

D. Correction of Defects

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Software or Deliverable.

E. Final Acceptance Testing

Following implementation of the entire Solution, including all Software and Solution components, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Solution.

Supplier shall provide the Authorized User's Project Manager with a Solution Acceptance Receipt. The Solution Acceptance Receipt will document whether the Solution is accepted, rejected, or partially accepted. If the Solution is partially accepted, the Authorized User's Project Manager shall list on the Solution Acceptance Receipt any deficiencies that must be corrected in order for the Solution to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Solution Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract.

8. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

The following roles and responsibilities have been defined for this engagement:

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√

Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support – Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

9. SECURITY REQUIREMENTS

Supplier shall adhere to all of VITA's standard security requirements.

10. RISK MANAGEMENT

The key risk factor in this project is resistance to adoption or delay in adoption due to employee resistance to new technology, processes and procedures.

Roam Secure's project management team has encountered this resistance in previous projects. They will work with VDEM's project leadership team to address any issues and strategically position the project for success.

Hardware and Network connectivity will be provided by user as described in Section 2 A. above. An additional risk could involve delays in Hardware delivery. VDEM leadership will take any reasonable steps available to expedite hardware procurement and delivery.

11. REPORTING

Bi-weekly Status Update. The bi-weekly status report, to be submitted by Supplier to the Authorized User, will include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

Supplier Performance Self-Assessment. This requirement has been waived by VDEM.

Supplier Performance Assessments. The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

12. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: Phil Conradt

philc@roamsecure.net

(703) 294-6768 x210

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C
- ii). This Exhibit D-001
- iii). The User Acceptance Test Plan

By signing below, both parties agree to the terms of this Exhibit.

Supplier

By: 

(Signature)

Name: David R. Drescher

(Print)

Title: Chief Executive Office

Date: 3/23/2007

Authorized User

By: 

(Signature)

Name: James W. Keck

(Print)

Title: Deputy State Coordinator for Administration

Date: 3/26/2007

Exhibit D-001 - Appendix A:

Roam Secure Proprietary and Confidential Information – Please do not distribute.

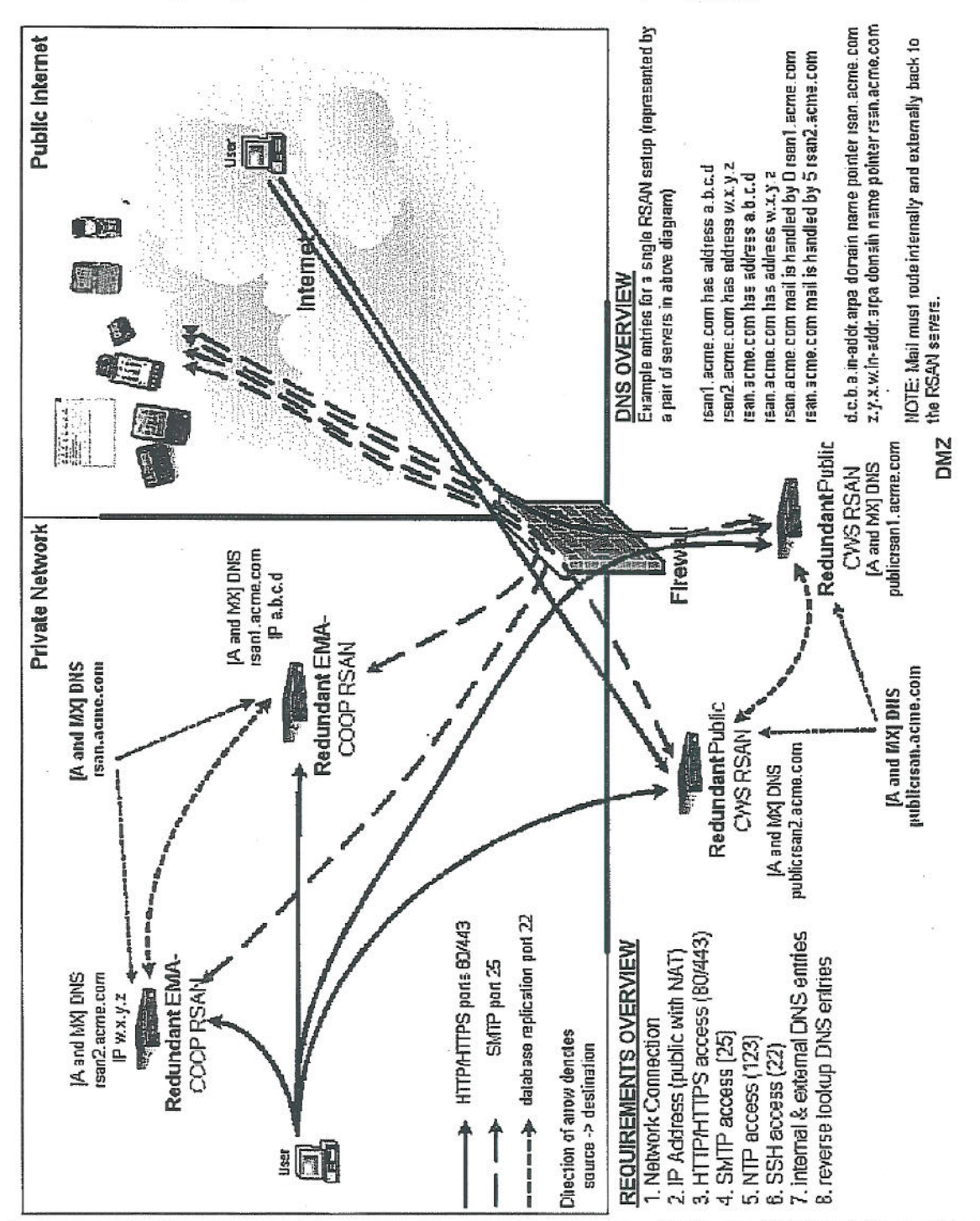


EXHIBIT E to Contract VA-070302-ROAM – Change Order Template

Statement of Work D-X

CONTRACT NUMBER VA-070302-ROAM

BETWEEN

AUTHORIZED USER

AND

ROAM SECURE, INC.

This Change Order hereby modifies and is made an integral part of Statement of Work D-X of Contract Number VA-070302-ROAM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Roam Secure, Inc. (“Supplier”).

In the event of any discrepancy between this Change Order to Statement of Work D-X and Contract No. VA-070302-ROAM, the provisions of Contract No. VA-070302-ROAM shall control.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project.]

CHANGE ORDER

This is a Change Order to a Statement of Work issued by Authorized User, hereinafter referred to as “Authorized User”, under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

The following item(s) is/are hereby modified as follows: [Delete sections not modified]

1. PROJECT SCOPE AND REQUIREMENTS

The following is added/deleted from the project scope and requirements:

[Describe addition/deletion]

The following is changed with respect to the project scope and requirements:

From:

To:

2. PROJECT EVENTS AND TASKS

The following project event(s) and/or task(s) is/are added/deleted:

[Describe addition/deletion]

The following is project event(s) and/or task(s) is/are changed:

Event/Task #1:

From:

To:

3. PERIOD OF PERFORMANCE

The end of the period of performance is reduced/extended from December 31, 2005 to June 30, 2006.

4. PLACE OF PERFORMANCE

The following site(s) is/are added/removed from the place of performance:

[Describe changes to place of performance]

5. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Installation of software	---	Execution + 20 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 20 days	---	---	---
Training	Training manual	Execution + 30 days	\$10,000	\$1,000	\$9,000
User Acceptance Testing	---	Execution + 30 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 45 days	\$10,000	(\$4,000)	\$14,000

The total Solution price shall not exceed \$US XXX.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

- i). Site survey report:
- ii). Training manual:
- iii). Solution: See Sections 1 and 2 above.

6. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

This Change Order is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C
- ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

By signing below, both parties agree to the terms of this Exhibit.

Supplier

Authorized User

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

Title: _____

Date: _____

(Print)

Title: _____

Date: _____

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

DAVID DRESCHER

Organization:

ROOM SECURE

Date:

2/26/07

Exhibit G – Terms of Service Template

The following is meant to serve as a template for the Terms of Service contained within the RSAN system. The terms are configurable by each Authorized User.

Terms of Service

1. ACCEPTANCE OF TERMS

Welcome to the [Insert name] RSAN system (“the Service”). Authorized User (hereafter known as "Provider") provides this service to you subject to the following Terms of Service ("TOS"), which Provider may update from time to time without notice to you. In addition, when using particular alert system services from the Provider, you shall be subject to any guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

The Service currently provides users with the ability to receive e-mail, mobile device text messages and/or desktop notifications generated by Provider officials. You understand and agree that the Service is provided "AS-IS" and that Provider and Roam Secure Inc., which is under contract with Provider to provide this Service, assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the World Wide Web or your organization's Intranet, either directly or through devices that access web-based content, and pay any required service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You must also have a useable e-mail address or own a mobile device and have invoked its ability to receive text messaging.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data"). If you provide any information that is untrue, inaccurate, not current or incomplete, or Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Provider is concerned about the safety and

privacy of all its users. Moreover, we support safe driving policies and request that you only use the Service when you are not driving a vehicle.

4. PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy on [this Website](#).

5. MEMBER CONDUCT

You agree to not use the Service to:

- a. register any user that does not have your express permission;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Provider official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- f. intentionally or unintentionally violate any applicable local, state, or national or law and any regulations having the force of law and any treaty to which the United States is party;
- g. "stalk" or otherwise harass another individual; or
- h. collect or store personal data about other users.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws and regulations regarding the transmission of technical data exported from the United States or the country in which you reside.

7. INDEMNITY

[This section shall not apply to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, to the Office of the Governor, to the Office of the Attorney General, or to any officer, director, employee or agent of the Commonwealth or any public body, when such officer, director, employee, or agent is using the Service in his or her official capacity.]

You agree to indemnify and hold Provider, Roam Secure Inc. and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that Provider has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that the Service reserves the right to log off accounts that are inactive for an extended period of time. You acknowledge that you may only rebroadcast a message sent through the Service in its exact, unmodified form and in its entirety. Provider reserves the right to prohibit the rebroadcast of any message. If Provider exercises this right, you may not rebroadcast any portion of such message. You further acknowledge that Provider reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

10. MODIFICATIONS TO SERVICE

Provider reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that neither Provider nor Roam Secure Inc. shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. TERMINATION

You agree that Provider, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Provider believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Provider may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Provider may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that neither Provider nor Roam Secure Inc. shall be liable to you or any third-party for any termination of your access to the Service.

12. DEALINGS WITH ADVERTISERS

Currently, the Service has no advertising. In the event that it works with advertisers, your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that neither Provider nor Roam Secure Inc. shall be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

13. LINKS

The Service may provide, or third parties may provide, links to other non-Commonwealth World Wide Web sites or resources. Because Provider has no control over such sites and resources, you acknowledge and agree that neither Provider nor Roam Secure Inc. is responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that that neither Provider nor Roam Secure Inc. shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. PROVIDER AND ROAM SECURE INC.'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Provider or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER AND ROAM SECURE INC. EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. PROVIDER AND ROAM SECURE INC. MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. [This section shall not apply to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, to the Office of the Governor, to the Office of the Attorney General, or to any officer, director, employee or agent of the Commonwealth or any public body, when such officer, director, employee, or agent is using the Service in his or her official capacity.] ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROVIDER, ROAM SECURE INC. OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PROVIDER AND ROAM SECURE INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROVIDER AND ROAM SECURE INC. HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 16 MAY NOT APPLY TO YOU.

18. NOTICE

Notices to you may be made via email. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

19. TRADEMARK AND LOGO INFORMATION

Roam Secure, Inc. and its logos, trademarks and service marks, are trademarks of Roam Secure, Inc. Without the prior permission of Roam Secure Inc., you agree not to display or use these marks in any manner. You further agree not to display or use the marks of Provider without the written permission of Provider.

20. GENERAL INFORMATION

The TOS constitutes the entire agreement between you, and Provider and Roam Secure Inc., and governs your use of the Service, superseding any prior agreements between you, Provider and Roam Secure Inc. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you, Provider and Roam Secure Inc. shall be governed by the laws of the Commonwealth of Virginia. You, Provider and Roam Secure Inc. agree to submit to the personal and exclusive jurisdiction of the circuit courts located within the Commonwealth of Virginia. The failure of Provider or Roam Secure Inc. to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a Virginia court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

21. VIOLATIONS

Please report any violations of the TOS to Provider.